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STATE OF FLORIDA

COMMISSIONERS:
ANDREW GILES FAY, CHAIRMAN
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OFFICE OF COMMISSION CLERK ADAM J. TEITZMAN COMMISSION CLERK (850) 413-6770

## **Public Service Commission**

January 4, 2022

John A. Tomasino, Clerk Florida Supreme Court 500 South Duval Street Tallahassee, Florida 32399

Re: Petition for rate increase by Florida Power & Light Company. PSC Docket No. 20210015-EI.

Dear Mr. Tomasino:

Enclosed please find a certified copy of a Notice of Administrative Appeal, which was filed with the Florida Public Service Commission on January 3, 2022, along with its attachments, Order Nos. PSC-2021-0446-S-EI and PSC-2021-0446A-S-EI. This appeal was filed on behalf of Florida Rising, Inc., Environmental Confederation of Southwest Florida, and League of United Latin American Citizens (LULAC) of Florida.

Please do not hesitate to contact me should you have any questions concerning this matter.

Sincerely.

Adam J. Teitzman Commission Clerk

AJT: cdr Enclosure

cc: Bradley Marshall, Esq. Jordan Luebkmann, Esq. Samantha Cibula, Esq. Suzanne Brownless, Esq. Shaw Stiller, Esq. Bianca Lherisson, Esq. Hong Wang FLORIDA RISING, INC., ENVIRONMENTAL CONFEDERATION OF SOUTHWEST FLORIDA, INC., LULAC FLORIDA EDUCATIONAL FUND, INC.,

Appellants,

٧.

FLORIDA PUBLIC SERVICE COMMISSION,

Appellee.

IN THE FLORIDA PUBLIC SERVICE COMMISSION

**DOCKET NO. 20210015-EI** 

NOTICE OF ADMINISTRATIVE APPEAL

NOTICE IS GIVEN that Florida Rising, Inc., Environmental Confederation of Southwest Florida, Inc., and LULAC Florida Education Fund, Inc., better known as the League of United Latin American Citizens of Florida ("LULAC"), Appellants, appeal to the Supreme Court of Florida, the order of this Commission, Order No. PSC-2021-0446-S-EI, rendered December 2, 2021, and, to the extent applicable, appeal Amendatory Order No. PSC-2021-0446A-S-EI, rendered on December 9, 2021. A copy of Order No. PSC-2021-0446-S-EI is attached to this Notice of Administrative Appeal as Exhibit "A." A copy of Order No. PSC-2021-0446A-S-EI is attached as Exhibit "B." The nature of the order is a final order approving the stipulation and settlement agreement filed by Florida

Power & Light Company in connection with its petition for a base rate increase.

RESPECTFULLY SUBMITTED this 3rd day of January, 2022.



CORRECT COPY OF THE ORIGINAL DOCUMENT THAT WAS FILED WITH THE FLORIDA PUBLIC SERVICE COMMISSION BY.

ADAM J. TEITZMAN COMMISSION CLERK (or Office of Commission Clerk designee)

/s/ Bradley Marshall
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Counsel for Florida Rising, Environmental Confederation of Southwest Florida, & League of United Latin American Citizens of Florida

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing

NOTICE OF ADMINISTRATIVE APPEAL has been furnished by electronic

mail on this 3rd day of January, 2022, to the following:

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# Floridians Against Increased Rates, Inc.

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DATED this 3rd day of January, 2022.

/s/ Bradley Marshall Attorney

## **Exhibit A**

#### BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida Power & Light Company.

DOCKET NO. 20210015-EI ORDER NO. PSC-2021-0446-S-EI ISSUED: December 2, 2021

The following Commissioners participated in the disposition of this matter:

GARY F. CLARK, Chairman ART GRAHAM ANDREW GILES FAY MIKE LA ROSA GABRIELLA PASSIDOMO

#### **APPEARANCES:**

R. WADE LITCHFIELD, Vice President and General Counsel; JOHN T. BURNETT, Vice President and Deputy General Counsel; MARIA J. MONCADA, Senior Attorney, and CHRISTOPHER WRIGHT, ESQUIRE, Florida Power & Light Company, 700 Universe Boulevard, Juno Beach, FL 33408

On behalf of Florida Power & Light Company (FPL).

RICHARD GENTRY, Public Counsel; PATRICIA A. CHRISTENSEN, Associate Public Counsel; ANASTACIA PIRRELLO, Associate Public Counsel; and CHARLES REHWINKEL, Deputy Public Counsel; Office of Public Counsel, c/o The Florida Legislature, 111 West Madison Street, Room 812, Tallahassee, Florida 32399-1400

On behalf of Office of the Public Counsel (OPC).

WILLIAM C. GARNER, ESQUIRE, Law Office of William C. Garner, PLLC, 3425 Bannerman Road, Unit 105, #414, Tallahassee, FL 32312 On behalf of the CLEO Institute Inc. (CLEO).

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On behalf of Floridians Against Increased Rates, Inc. (FAIR).

SCOTT L. KIRK, MAJ, USAF, AF/JAOE-ULFSC, ESQUIRE, 139 Barnes Drive, Suite 1, Tyndall Air Force Base, FL 32403 On behalf of the Federal Executive Agencies (FEA).

JON C. MOYLE, JR. and KAREN PUTNAL, ESQUIRES, Moyle Law Firm, P.A., 118 North Gadsden Street, Tallahassee, FL 32312 On behalf of the Florida Industrial Power Users Group (FIPUG).

FLOYD R. SELF, ESQUIRE, Berger Singerman, LLP, 313 North Monroe Street, Suite 301, Tallahassee, FL 32301 and T. SCOTT THOMPSON, ESQUIRE, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., 555 12<sup>th</sup> Street NW, Suite 1100, Washington, DC 20004

On behalf of Florida Internet & Television Association, Inc. (FIT).

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On behalf of Florida Retail Federation (FRF).

BRADLEY MARSHALL and JORDAN LUEBKEMANN, ESQUIRES, Earthjustice, 111 S. Martin Luther King Jr. Blvd., Tallahassee, Florida 32301 and CHRISTINA I. REICHERT, ESQUIRE, Earthjustice, 4500 Biscayne Blvd., Ste. 201, Miami, Florida 33137

On behalf of Florida Rising, Inc., League of United Latin American Citizens of Florida, and Environmental Confederation of Southwest Florida, Inc. (Fla. Rising, LULAC, ECOSWF).

NATHAN A. SKOP, ESQUIRE, 420 NW 50th Boulevard, Gainesville, FL 32607 On behalf of Daniel and Alexandria Larson (Larsons).

GEORGE CAVROS, ESQUIRE, Southern Alliance for Clean Energy, 120 E. Oakland Park Blvd., Suite 105, Fort Lauderdale, FL 33334 On behalf of Southern Alliance for Clean Energy (SACE).

KATIE CHILES OTTENWELLER, ESQUIRE, Southeast Director, Vote Solar, 838 Barton Woods Road, Atlanta, GA 30307 On behalf of Vote Solar.

STEPHANIE U. EATON, ESQUIRE, Spilman Thomas & Battle, PLLC, 110 Oakwood Drive, Suite 500, Winston-Salem, NC 27103 On behalf of Walmart Inc. (Walmart).

SUZANNE S. BROWNLESS, SHAW P. STILLER, and BIANCA LHERISSON, ESQUIRES, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850

On behalf of the Florida Public Service Commission (Staff).

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Advisor to the Florida Public Service Commission.

KEITH C. HETRICK, ESQUIRE, General Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850 Florida Public Service Commission General Counsel.

# FINAL ORDER APPROVING 2021 STIPULATION AND SETTLEMENT AGREEMENT

BY THE COMMISSION:

#### BACKGROUND

On March 12, 2021, Florida Power & Light Company (FPL) filed its petition, minimum filing requirements, and testimony for a base rate increase effective January 2022. As part of its request, FPL is seeking to consolidate its rates with those of Gulf Power Company (Gulf), recently acquired by FPL's parent company. Pursuant to Order No. PSC-2021-0116-PCO-EI, issued March 24, 2021, the hearing for the FPL rate case was scheduled for August 16 through August 27, 2021.

OPC's intervention was acknowledged.<sup>1</sup> Florida Executive Agencies (FEA), Florida Industrial Power Users Group (FIPUG), Florida Internet & Television Association, Inc. (FIT), Florida Retail Federation (FRF), Southern Alliance for Clean Energy (SACE) and Vote Solar were granted intervention on an associational standing basis.<sup>2</sup> Walmart Inc. (Walmart) and Daniel and Alexandria Larson (Larsons) were granted intervention on an individual standing basis.<sup>3</sup> CLEO Institute Inc. (CLEO) and Florida Rising, Inc. (Fla. Rising) were granted intervention on an individual standing basis and provisional intervention on an associational standing basis.<sup>4</sup> Floridians Against Increased Rates, Inc. (FAIR), League of United Latin American Citizens of Florida (LULAC), and Environmental Confederation of Southwest Florida, Inc. (ECOSWF) were granted provisional intervention on an associational standing basis. The Smart Thermostat Coalition filed a petition to intervene based on associational standing on June 21, 2021, which was denied.<sup>5</sup>

As part of the administrative hearing in this docket, we conducted twelve customer service hearings over a two-week period in June and July of 2021. Testimony was taken from over 370 FPL and Gulf customers and public officials, with respect to the rates and service provided by the utilities.

<sup>&</sup>lt;sup>1</sup> Order No. PSC-2021-0062-PCO-EI, issued January 29, 2021.

<sup>&</sup>lt;sup>2</sup> Order No. PSC-2021-0132-PCO-EI, issued April 16, 2021; Order No. PSC-2021-0133-PCO-EI, issued April 16, 2021; Order No. PSC-2021-0134-PCO-EI, issued April 16, 2021; Order No. PSC-2021-0136-PCO-EI, issued April 16, 2021; and Order No. PSC-2021-0179-PCO-EI, issued May 19, 2021.

<sup>&</sup>lt;sup>3</sup> Order No. PSC-2021-0189-PCO-EI, issued May 26, 2021 and Order No. PSC-2021-0135-PCO-EI, issued April 16, 2021.

<sup>&</sup>lt;sup>4</sup> Order No. PSC-2021-0184-PCO-EI, issued May 20, 2021 and Order No. PSC-2021-0139-PCO-EI, issued April 20, 2021.

<sup>&</sup>lt;sup>5</sup> Order No. PSC-2021-0256-PCO-EI, issued July 13, 2021.

On August 10, 2021, FPL, OPC, FRF, FIPUG, and SACE (Signatories) filed a Joint Motion for Approval of Stipulation and Settlement Agreement (2021 Settlement), attached hereto as Attachment A.<sup>6</sup> On August 12, 2021, the hearing scheduled to commence on August 16 was continued until Wednesday, August 18, 2021, in order to allow FPL and Gulf to appropriately respond to service issues associated with Tropical Storm Fred's landfall in its Panhandle service area.<sup>7</sup> At the August 18, 2021 hearing, the procedures for conducting a full hearing at a later date on the petition for rate increase and the 2021 Settlement were discussed. Order No. PSC-2021-0314-PCO-EI, issued on August 20, 2021, set 2021 Settlement testimony filing dates and a new hearing date of September 20-22, 2021, for the rate case and the 2021 Settlement.

The final hearing on FPL's base rate increase petition, as well as the 2021 Settlement, was held on September 20, 2021. The testimony of 60 witnesses and 635 exhibits were admitted into the record. On October 11, 2021, post-hearing briefs were filed by FPL, OPC, FIPUG, FRF, FEA, FAIR, FIT, Fla. Rising, LULAC, ECOSWF, Larsons, SACE, and Walmart. A Special Agenda Conference was held on October 26, 2021, to consider and vote on: jurisdictional Issues 1-6; Issue 9, FAIR's request for associational intervention, and Issue A, whether the 2021 Settlement should be approved.

The 2021 Settlement has a minimum four year term through December 31, 2026. Base rates and service charges will be increased to generate an additional \$692 million of annual revenue effective January 1, 2022. Effective January 1, 2023, FPL's base rates and service charges will be increased to generate an additional \$560 million in annual revenue. authorized to expand its Solar Base Rate Adjustments to construct an additional 1,788 megawatts of solar projects in 2024 and 2025. FPL's regulatory return on common equity is set at 10.6% for all purposes with a range of 9.7% to 11.7%. The 2021 Settlement continues a storm cost recovery mechanism and creates a theoretical depreciation reserve surplus of \$1.45 billion which FPL may amortize up to a \$200 million cap in 2022, but at its sole discretion each year thereafter. Several electrical vehicle pilot programs are included that encourage the development of the use of electric vehicles. A four-year solar power facilities pilot program is also included that allows commercial and industrial customers to elect to have FPL install and maintain a solar facility on their site for a monthly tariff charge over a ten-year term. FPL is also authorized to conduct a four-year pilot program to test residential customer smart electrical panels and to develop a Green Hydrogen pilot project. Finally, effective January 1, 2022, unified FPL rates will apply to all customers throughout the former FPL and Gulf service territories.

We have jurisdiction over this matter pursuant to the provisions of Chapter 120 and Sections 366.04, 366.05, and 366.06, Florida Statutes (F.S.)

<sup>&</sup>lt;sup>6</sup> During the discovery process, it was discovered that there were scrivener's errors contained in Exhibits A, B, and C to the 2021 Settlement filed on August 10, 2021. Exhibit A is Schedule E-5 (with RSAM). Exhibits B and C are tariff sheets for 2022 and 2023. Revised versions of Exhibits A, B, and C are included in the 2021 Settlement attached to this order.

<sup>&</sup>lt;sup>7</sup> Order No. PSC-2021-0305-PCO-EI, issued August 12, 2021.

#### **DECISION**

The issues to be resolved in this case can be roughly divided into three groups: standing – whether FAIR's request to intervene should be granted; jurisdictional - whether we have the statutory authority to approve proposed rate recovery mechanisms as part of the 2021 Settlement; and whether the 2021 Settlement should be approved.

#### **FAIR Standing**

FPL opposes FAIR's standing to intervene and participate in this proceeding as a full party. The question before us is framed as Issue 9 in the Prehearing Order: Has Floridians Against Increased Rates, Inc. demonstrated individual and/or associational standing to intervene in this proceeding?

### Background

By Motion to Intervene dated May 4, 2021, FAIR requested permission to intervene as a full party in this proceeding. FAIR contended in this Motion that it has associational standing and meets the three-prong test of *Florida Home Builders v. Dept. of Labor and Employment Security*. On May 7, 2021, FPL filed an Amended Response to the Motion to Intervene and objected to FAIR's intervention as an association. On May 19, 2021, the Prehearing Officer issued an Order Provisionally Granting FAIR's Motion to Intervene, allowing FAIR to participate as a full party and FPL to test the allegations of standing.

On August 4, 2021, FPL filed a Motion for Summary Final Order Regarding Floridians Against Increased Rates, Inc., to which FAIR filed a Response on August 11, 2021. At the commencement of the procedural hearing conducted August 18, 2021, the Presiding Officer ordered that disposition of the Motion for Summary Order would be delayed and included as a post-hearing ruling. Accordingly, the Motion for Summary Final Order is addressed below as part of our ruling on FAIR's standing.

#### **Standards for Intervention**

Pursuant to Rule 28-106.205, F.A.C., persons other than the original parties to a pending proceeding who have a substantial interest in the proceeding and who desire to become parties may move for leave to intervene. Motions for leave to intervene must be filed at least twenty (20) days before the final hearing, must comply with Rule 28-106.204(3), F.A.C., and must include allegations sufficient to demonstrate that the intervenor is entitled to participate in the proceeding as a matter of constitutional or statutory right or pursuant to Commission rule, or that the substantial interests of the intervenor are subject to determination or will be affected through the proceeding. Intervenors take the case as they find it.

<sup>&</sup>lt;sup>8</sup> 412 So. 2d 351 (Fla. 1982). FAIR has not alleged that it has individual standing.

Because it has alleged associational standing on behalf of its members, FAIR must meet the three-prong standing test set forth in Florida Home Builders Association v. Department of Labor and Employment Security, 412 So. 2d 351, 353-54 (Fla. 1982), and Farmworker Rights Organization, Inc. v. Department of Health and Rehabilitative Services, 417 So. 2d 753, 754 (Fla. 1st DCA 1982), as more fully discussed below.

### FAIR's Evidence and Argument in Support of Standing

FAIR was incorporated on March, 16, 2021, as a Florida not-for-profit membership organization. The specific purposes of FAIR, as set forth in its Articles of Incorporation, include advancing the welfare of residential and business customers of investor-owned electric utilities by advocating against actions that "are likely to result in electric rates being greater than necessary to ensure the provision of safe and reliable electric service."9

After its incorporation, FAIR began to recruit members. At the time the Motion to Intervene was filed, May 4, 2021, 16 persons had either returned a paper membership form or emailed a PDF to FAIR. As of June 15, 2021, after the FAIR website had gone live, the number of persons who had completed the membership form had increased to 516. FAIR witness Nancy Watkins, FAIR's Treasurer, verified the June 15, 2021 membership list. 10 Four hundred and twenty of those FAIR members (82%) are customers of FPL.

Currently, FAIR does not have membership dues and does not solicit donations. FAIR receives all of its funding from one or more anonymous non-members. The rates paid by FAIR members who are FPL customers will be affected if the petition for an increase in base rates is granted or the settlement agreement is approved. FAIR seeks to prevent these rate actions by participating in this proceeding and opposing the petition and settlement as an association on behalf of its members.

#### FPL Arguments Against Standing

FPL raises several challenges to FAIR's standing. First, FPL argues that because FAIR has never held an in-person membership meeting and has not spoken to or become personally acquainted with the persons who completed forms online, FAIR failed to prove that the membership forms were submitted by "real" or "flesh and blood" people. FPL further asserts that injury or impact must be demonstrated at the time the intervention request is filed and maintained at all times through the proceeding for a putative intervenor to have standing, and that FAIR failed to prove that it had any members on May 4, 2021, when the Motion to Intervene was filed. FPL next contends that an individual who fills out the membership form does not become a member until admitted by a majority vote of FAIR's Board of Directors. As its final argument on standing, FPL contends that Hunt v. Washington State Apple Advertising

<sup>&</sup>lt;sup>9</sup> Ex. 287 (NHW-2).

<sup>&</sup>lt;sup>10</sup> Three persons who had filled out forms subsequently indicated that they did not wish to be members of FAIR, which reduced the membership number as of June 15<sup>th</sup> from 516 to 513.

Commission<sup>11</sup> outlines factors FAIR must meet to have standing as the "functional equivalent" of a traditional trade association.

#### Decision

The first prong of the *Florida Home Builders* associational standing test requires that an association demonstrate that a substantial number of its members may be substantially affected by the Commission's decision in a docket.<sup>12</sup> Of the total 513 members of FAIR as of June 15, 2021, 420 (82%) are customers of FPL. This is a substantial number of the membership of FAIR.<sup>13</sup> As customers of FPL, each of these persons will realize an impact to their utility bill as a result of the decision in this rate case,<sup>14</sup> and is "substantially affected" for purposes of standing.<sup>15</sup>

FAIR's membership steadily increased from the time it incorporated through the Summer of 2021. Because this is a *de novo* proceeding, <sup>16</sup> evidence of FAIR's growth in membership subsequent to filing its Motion to Intervene is admissible and may be considered by the Commission. The statute that governs intervention in this proceeding requires that intervention be requested more than 20 days prior to the final hearing, but contains no temporal limitation on associational membership or evidence of membership. Notably, there are examples of statutes that impose temporal standards on standing requirements for certain administrative proceedings. For example, Section 403.412(6), F.S., contains timing and membership requirements for organizational standing in certain environmental permitting proceedings. <sup>17</sup> Yet another statute imposes temporal limitations on relevant evidence in growth management proceedings. <sup>18</sup>

<sup>&</sup>lt;sup>11</sup> 432 U.S. 333 (1977).

<sup>&</sup>lt;sup>12</sup> Fla. Home Builders, 412 So. 2d at 353-54; Farmworker Rights Org., 417 So. 2d at 754.

<sup>&</sup>lt;sup>13</sup> See Hillsborough Cty. v. Fla. Rest. Ass'n, Inc., 603 So. 2d 587, 589 (Fla. 2d DCA 1992) (a "substantial number" of members for associational standing does not require a set percentage or specific number); ABC Fine Wine & Spirits v. Dep't of Bus. & Pro. Regul., 323 So. 3d 794, 798 (Fla. 1st DCA May 19, 2021) (42% of association's members found to be a "substantial number").

<sup>&</sup>lt;sup>14</sup> See Order No. PSC-01-1934-PCO-EI, issued September 25, 2001, in Docket No. 010949-EI, *In re: Rate Increase by Gulf Power Co.* ("The Petitioner's members are ratepayers of Gulf. In this docket, the Commission will set new retail rates for Gulf. The Petitioner's members must pay whatever rates result from this proceeding, so they have a substantial interest in this proceeding.").

<sup>&</sup>lt;sup>15</sup> See Order No. PSC-12-0229-PCO-EI, issued May 9, 2012, in Docket No. 120015-EI, *In re: Petition for Increase in Rates by Florida Power & Light Co.* (FPL customer is substantially affected and has standing to intervene in FPL rate case).

<sup>&</sup>lt;sup>16</sup> See Section 120.57(1)(k), F.S. ("All proceedings conducted under this subsection shall be de novo.").

<sup>&</sup>lt;sup>17</sup> See Section 403.412(6), F.S. ("Any Florida corporation not for profit which has at least 25 current members residing within the county where the activity is proposed, and which was formed for the purpose of the protection of the environment, fish and wildlife resources, and protection of air and water quality, may initiate a hearing pursuant to s. 120.569 or s. 120.57, provided that the Florida corporation not for profit was formed at least 1 year prior to the date of the filing of the application for a permit, license, or authorization that is the subject of the notice of proposed agency action" (emphasis added)). This subsection was added to the Section 403.412 in 2002 by Section 9, Chapter 2002-161, Laws of Florida. Prior to this amendment and the addition of the italicized timing requirement, an intervenor could incorporate after filing for intervention and obtain standing as a "citizen" of Florida. See Cape Cave Corp. v. Dep't of Environmental Reg., 498 So. 2d 1309, 1311 (Fla. 1st DCA 1986).

<sup>&</sup>lt;sup>18</sup> See Section 163.3177(1)(f), F.S. (relevant data in growth management administrative challenges limited to "data available on that particular subject at the time of adoption of the plan or plan amendment at issue").

However, no such requirements apply in this proceeding. Had the Legislature intended such limitations to apply in proceedings before the Commission, they could have crafted them into Chapter 120 or 366, F.S. The absence of such limitations leads to the conclusion that the Legislature intended none<sup>19</sup> and that the general standing inquiry for intervenors, like other disputed factual matters, is not restricted to the facts as they existed as some point in time prior to the final evidentiary hearing. Based on the record evidence, we conclude that FAIR has met its burden in demonstrating that a substantial number of its members are substantially affected by our decision in this docket.

The second prong of the *Florida Home Builders* test requires that the subject matter of the proceeding be within the association's general scope of interest and activity.<sup>20</sup> The subject matter of this proceeding is squarely within FAIR's scope of interest, which includes, *inter alia*, "advocating for and providing analyses to the general public concerning State of Florida governmental policies and regulatory or administrative actions that will lead to retail electric rates that are as low as possible while ensuring safe and reliable electric service." Therefore, FAIR meets the second prong.

The third and final prong of the *Florida Home Builders* test requires that the association demonstrate the relief requested is of a type appropriate for it to receive on behalf of its members.<sup>21</sup> The relief FAIR seeks in this case – lower rates – is appropriate relief for it to obtain on behalf of its member FPL customers. Therefore, FAIR meets the third prong.

Based on our review of the record under the applicable legal principles set forth above, we find that FAIR has demonstrated associational standing under *Florida Home Builders*. FPL's arguments against standing fall outside of existing legal requirements for standing. For these reasons, FPL's Motion for Summary Final Order is denied.

#### Jurisdictional Issues

We have been asked whether we have the statutory authority to approve seven regulatory rate recovery mechanisms found in the 2021 Settlement Agreement. These regulatory mechanisms are: the Storm Cost Recovery Mechanism (SCRM); the Solar Base Rate Adjustment (SoBRA); the Asset Optimization Incentive (Asset Incentive); a federal and state corporate income tax adjustment; a four-year stay-out provision; adjustments to ROE to account for performance (ROE performance adders); and the Reserve Surplus Amortization Mechanism (RSAM).

#### SCRM, SoBRA, Asset Incentive, Corporate Income Tax Adjustments

In the 2021 Settlement, the SCRM, SoBRA, Asset Incentive, and federal and state corporate income tax adjustment all contain the following provisions: (1) a description of the

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<sup>&</sup>lt;sup>19</sup> See Cason v. Fla. Dept. of Mgmt. Servs., 944 So. 2d 306, 315 (Fla. 2006) ("we have pointed to language in other statutes to show that the Legislature 'knows how to' accomplish what it has omitted in the statute in question").

<sup>&</sup>lt;sup>20</sup> Fla. Home Builders, 412 So. 2d at 353-54; Farmworker Rights Org., 417 So. 2d at 754.

<sup>&</sup>lt;sup>21</sup> *Id*.

activity whose costs are sought to be recovered; (2) a method for calculating those costs; (3) a description of how and when those costs will be recovered, i.e., an increase in base rates, a surcharge, etc.; and (4) a "true-up" proceeding in which the final costs for the activity are litigated and determined.

FPL argues that these types of regulatory mechanisms are authorized by our broad authority to fix "fair, just and reasonable rates" found in Sections 366.06(1), 366.06(2), and 366.05(1), F.S., and the broad grant of legislative authority conferred by these statutes as recognized by the Florida Supreme Court.<sup>22</sup> FPL contends that Section 366.076(2), F.S., gives us the authority to adopt rules for the determination of rates in full revenue requirement proceedings. Additionally, FPL states that Rule 25-6.0425, F.A.C., adopted pursuant to that authority, allows us in a full revenue requirements proceeding to "approve incremental adjustments in rates for periods subsequent to the initial period in which new rates will be in effect." FPL states that there is substantial Commission precedent for allowing the prompt recovery of costs subject to a subsequent post-hearing true-up.<sup>23</sup> Finally, FPL argues that there is no statute prohibiting the approval of these types of rate recovery mechanisms, and that these types of rate recovery mechanisms have been included in the Settlement Agreements resolving its last three rate cases over the past 10 years.<sup>24</sup>

Contrary to FPL's position, FAIR contends that we lack the statutory authority under Section 366.06 or 366.07, F.S., to "preapprove" rates subject to subsequent true-up to recover the costs associated with storm damage, federal and state corporate taxes, solar projects, or operational incentives. FAIR interprets Section 366.06, F.S., to require a public hearing and a finding by this Commission that a utility's rates are insufficient based on its "actual legitimate costs" *before* new compensatory rates can be set. FAIR states that the only statutory basis for "interim" rates being set prior to hearing is found in Section 366.071, F.S., which requires a finding that the utility is earning outside of its authorized range of return on investment. FAIR contends that while the parties to the 2021 Settlement can waive their right to a hearing and a determination of insufficiency before rates are changed, this Commission cannot do so.

With regard to calculating the Asset Incentive, FAIR notes that Section 366.05(2), F.S., prohibits the consideration of profits or losses from the sale of "appliances or other merchandise" in "arriving at any rate to be charged for service by any public utility." From this language, FAIR deduces that the sale of non-electric goods or services should not be included in the calculation of the Asset Incentive paid by FPL's ratepayers. Finally, with regard to the mechanism for recovery or refund of any money as a result of state or federal corporate tax rates,

<sup>&</sup>lt;sup>22</sup> Citizens of State of Florida v. Public Service Commission, 425 So. 2d 534, 540 (Fla. 1982).

<sup>&</sup>lt;sup>23</sup> Order No. PSC-2005-0937-FOF-EI, issued September 21, 2005, in Docket No. 20041291-EI, *In re: Petition for authority to recovery prudently incurred storm restoration costs related to 2004 storm season that exceed storm reserve balance by Florida Power & Light Company.* 

<sup>&</sup>lt;sup>24</sup> Order No. PSC-2011-0089-S-EI, issued February 1, 2011, in Docket No. 20080677-EI, *In re: Petition for rate increase by Florida Power & Light Company*; Order No. PSC-2013-0023-S-EI, issued January 14, 2013, in Docket No. 20120015-EI, *In re: Petition for increase in rates by Florida Power & Light Company*; Order No. PSC-2016-0560-AS-EI, issued December 15, 2016, in Docket No. 20160021-EI, *In re: Petition for rate increase by Florida Power & Light Company*.

FAIR believes this issue to be at worst highly speculative and at best premature, and as such should be denied.

Fla. Rising, LULAC, and ECOSWF, hereinafter referred to collectively as Fla. Rising, agree with FAIR that there is no lawful basis for this Commission to preapprove any rate increase using these regulatory mechanisms since the Commission is required by Section 366.06(1) and (2), F.S., prior to increasing rates, to: (1) hold a public hearing; (2) "determine the actual legitimate costs" of utility property "actually used and useful in the public service"; and (3) find that existing rates are insufficient to reasonably compensate the utility. Fla. Rising also agrees with FAIR that activities that are unrelated to the generation, transmission or distribution of electricity should not be included in the Asset Optimization calculation as they are beyond our jurisdiction. With regard to the SoBRA mechanism, Fla. Rising contends that there should not be a 25% "incentive" paid to FPL if it constructs these solar projects below the \$1,250/kWAC cost cap, as this violates setting rates based on the actual cost of assets used to provide service as required by Section 366.06, F.S. Finally, with regard to the state and federal corporate tax mechanism, Fla. Rising states that in the 2017 Gulf rate case, a similar issue regarding potential federal income tax changes was dropped from the case. There, the Prehearing Officer found that it was "premature and not ripe for consideration at this time" and ordered that it be addressed in a separate proceeding should "federal tax changes occur in the future." Fla. Rising contends that we should follow our previous decision and not include the proposed state and federal income tax change mechanism in the 2021 Settlement.

#### Four-year Stay-out Provision, ROE Performance Adder

With regard to the four-year stay-out provision, FPL argues that we have approved six FPL multi-year rate settlements over the last 22 years. FPL contends that stay-out provisions are within the "fundamental, broad, and overriding rate-setting responsibilities" granted by the legislature to this Commission pursuant to Sections 366.05 and 366.06(1) and (2), F.S. FPL further argues that this provision does not interfere with our responsibility to monitor FPL's earned ROE to ensure that it remains within its authorized rate of return and act appropriately if it does not. OPC supports the stay-out provision as part of a settlement agreement that, when taken as a whole, establishes fair, just, and reasonable rates. FAIR reads the stay-out provision as prohibiting us from acting should FPL earn outside of its authorized range and on that basis finds that it violates Sections 366.05 and 366.06, F.S. Fla. Rising agrees with FAIR that there is no statutory authority for the four-year stay-out provision.

With regard to the ROE performance adder, FPL states that the 10.6% ROE established by the 2021 Settlement is a negotiated number and does not contain a separate performance adder. For that reason, FPL concludes that this issue is "inapplicable" to this docket. However, notwithstanding that fact, FPL argues that we have the statutory authority to award a separate performance adder based on the language of Section 366.041(1), F.S., which authorizes us to give consideration to the "efficiency, sufficiency, and adequacy of the facilities provided and the

<sup>&</sup>lt;sup>25</sup> Order No. PSC-2017-0099-PHO-EI, issued on March 14, 2017, in Docket No. 20160186-EI, *In re: Petition for rate increase by Gulf Power Company*.

services rendered, cost of providing such service and the value of service to the public." This language, FPL contends, gives this Commission the ability to base utility rates not just on the cost of service but also on value-related considerations such as performance. This authority was exercised in Gulf's 2002 rate case in which we added 25 basis points to Gulf's midpoint ROE in recognition of Gulf's high level of past performance and with the expectation that a similar level of performance would continue into the future. Due to the fact that the 2021 Settlement does not contain language for a performance adder, OPC did not state an opinion on whether the Commission has the jurisdiction to allow such a provision in a settlement agreement.

FAIR argues that we lack the statutory authority to adjust FPL's authorized return on equity based on its past performance. According to FAIR, the only statutory authority allowing an additional return on equity is found in Section 366.82(9), F.S., which allows an investor-owned utility an additional return on equity of up to 50 basis points for exceeding 20% of its annual load-growth through energy efficiency and conservation measures. In this case, FPL did not request a performance adder based on compliance with the provisions of Section 366.82(9), F.S. Additionally, FAIR states that a 50 basis points adder to an already exorbitant ROE would violate the United States Supreme Court's *Hope*<sup>27</sup> and *Bluefield*<sup>28</sup> decisions, that returns on utility investments be comparable to other utilities having similar risks. Fla. Rising agrees with FAIR that there is no statutory authority for ROE performance adders.

### RSAM<sup>29</sup>

FPL argues that, like the regulatory mechanisms discussed above, the RSAM is authorized by our broad authority to fix "fair, just and reasonable rates" found in Sections 366.06(1), 366.06(2), and 366.05(1), F.S., and the broad grant of legislative authority conferred by these statutes as recognized by the Florida Supreme Court. Since the RSAM can only be used to maintain FPL within its authorized ROE, FPL contends that it operates within our framework for monitoring earnings and setting fair, just, and reasonable rates. Finally, FPL states that the use of an RSAM to maintain an authorized ROE has been challenged in the Florida Supreme Court on the basis that it results in unfair rates and has been found by the Court not to do so.<sup>31</sup>

OPC agrees with FPL that we have the statutory authority to approve the RSAM as part of the 2021 Settlement given the provisions of Section 120.57(4), F.S., that "informal disposition may be made of any proceeding by stipulation, agreed settlement, or consent order." As stated in

<sup>&</sup>lt;sup>26</sup> Order No. PSC-2002-0787-FOF-EI, issued June 10, 2002, in Docket No. 20010949-EI, *In re: Request for rate increase by Gulf Power Company*.

<sup>&</sup>lt;sup>27</sup> Federal Power Commission v. Hope Natural Gas Co., 320 U.S. 591 (1944).

<sup>&</sup>lt;sup>28</sup> Bluefield Waterworks & Improvement Co. v. Public Service Commission of West Virginia, 262 U.S. 679 (1923)

<sup>&</sup>lt;sup>29</sup> The RSAM was first approved as part of the Settlement Agreement for FPL's 2016 base rate case. Under the RSAM, FPL is permitted to amortize the Reserve Amount flexibly using debits and/or credits at its discretion.

<sup>&</sup>lt;sup>30</sup> Citizens of State of Florida v. Public Service Commission, 425 So. 2d 534, 540 (Fla. 1982).

<sup>&</sup>lt;sup>31</sup> Citizens of the State of Florida v. Florida Public Service Commission (Citizens I), 146 So. 3d 1143, 1171 (Fla. 2014).

the Sierra  $Club^{32}$  decision, OPC contends that there is nothing in this Commission's precedent or the statute that suggests that this general rule does not also apply to rate-setting cases.

Fla. Rising argues that we are required to set cost-based rates and are not free to deprive FPL's customers of the value of any surplus depreciation. Fla. Rising contends that the principle stated in Section 366.06, F.S., that a utility's rates must be based on the "net investment . . . honestly and prudently invested . . . less accrued depreciation" is based, in part, on the United States Supreme Court decision Lindheimer v. Illinois Bell Telephone Company, 292 U.S. 151, 168-69 (1934). In Lindheimer, the utility applied monies recovered through annual depreciation charges to other accounts. The Court reasoned that depreciation charges were meant to spread the "actual cost of property" in yearly increments over the service life of particular assets. Thus, the Court reasoned that because the "depreciation reserve represent[s] the consumption of capital, on a cost basis" when there are excess credits to the depreciation reserve, customers are making "capital contributions . . . to secure additional plant and equipment upon which the utility expects to earn a return" rather than paying the actual depreciation losses incurred by the utility. Lindheimer, 292 U.S. at 168-69. Here, the RSAM can be used to make debits and credits to the accumulated depreciation reserve for the purpose of maintaining its ROE, rather than for recording its actual depreciation. As Fla. Rising interprets Lindheimer, this use of the RSAM as an "ROE slush fund" violates both Lindheimer and Florida statutes.

FAIR opposes the inclusion of the RSAM for two reasons. First, because it also reads the *Lindheimer* decision to prohibit the use of depreciation for ratemaking purposes. Second, because it allows FPL to exceed the fair and reasonable midpoint ROE in violation of the intent of Section 366.05, F.S., to set fair, just, and reasonable rates. FAIR argues that rates are set to allow the utility to recover the midpoint, not the top of the range ROE. As support for this interpretation FAIR cites the Florida Supreme Court's decision in the *Wilson* case: "if a public utility is consistently earning a rate of return at or near the ceiling of its authorized rate of return range, the commission may find that its rates are unjust and unreasonable even though the presumption lies with the utility that the rates are reasonable and just." 33

#### **Decision**

The legal standard to be applied to determine whether the jurisdiction for all of the regulatory mechanisms and adjustments discussed above exists is whether the statutory language of Chapter 366, F.S., gives us the authority to approve these types of mechanisms. Section 366.06(1), F.S., states, in part:

(1) ... All applications for changes in rates shall be made to the commission in writing under rules and regulations prescribed, and the commission shall have the authority to determine and fix fair, just, and reasonable rates that may be requested, demanded, charged, or collected by any public utility for its service. The commission shall investigate and determine the actual legitimate costs of the

<sup>&</sup>lt;sup>32</sup> Sierra Club v. Brown, 243 So. 3d 903, 909 (2018).

<sup>&</sup>lt;sup>33</sup> Gulf Power Company v. Wilson, 597 So. 2d 270, 273 (Fla. 1992).

property of each utility company, actually used and useful in the public service, and shall keep a current record of the net investment of each public utility company in such property which value, as determined by the commission shall be used for ratemaking purposes and shall be the money honestly and prudently invested by the public utility company in such property used and useful in serving the public, less accrued depreciation . . . In fixing fair, just and reasonable rates for each customer class, the commission shall, to the extent practicable, consider the cost of providing service to the class, as well as the rate history, value of service, and experience of the public utility; the consumption and load characteristics of the various classes of customers; and public acceptance of rate structures.

However, there is a significant difference between the legal evaluation of these mechanisms and adjustments under Section 366.06(1), F.S., in the development of revenue requirements and rates when made in the context of a base rate case, and when made as part of a settlement agreement. In a base rate case each adjustment and mechanism is evaluated individually based on the applicable statutes, rules, case law, and our past decisions. The determination of the prudence of each issue, adjustment, or mechanism is necessary in a base rate case in order to construct the elements needed to establish the revenue requirement used to develop fair, just, and reasonable rates for each revenue class. In a settlement case, each issue, adjustment, or mechanism does not require our individual approval because the revenue requirement is the result of negotiations between the signatories that may or may not have included the individual impact of each such item.

Our ability to analyze a settlement agreement as a whole, rather than analyze and approve each individual mechanism or adjustment, is well established.<sup>34</sup> Indeed, the legal standard for reviewing a settlement agreement is whether the settlement agreement, when taken as a whole, is in the public interest.<sup>35</sup> Further, "in the final analysis, the public interest is the ultimate measuring stick to guide the PSC in its decisions."36 This interpretation of our authority to analyze the whole settlement agreement to determine whether there is competent and substantial evidence to support a finding of public interest is consistent with the Court's ruling in Sierra Club. In that case, the Sierra Club argued that the language of Section 366.06(1), F.S., required a separate determination that the replacement of gas turbines with combustion turbine units, referred to as the Peaker Project, was cost-effective and therefore a prudent investment. The Court rejected the contention that "a prudence analysis on each core element of a settlement – such as the Peaker Project – is necessary to support an overall public interest finding."<sup>37</sup> The record is clear here that FPL considers the seven regulatory rate recovery mechanisms discussed above to be "core elements" of the 2021 Settlement whose inclusion is necessary to support a finding of public interest for the Agreement as a whole.

<sup>&</sup>lt;sup>34</sup> Citizens v. Florida Public Service Commission (Citizens I), 146 So. 3d 1143 (Fla. 2014); Sierra Club v. Brown (Sierra Club), 243 So. 3d 903 (Fla. 2018).

<sup>&</sup>lt;sup>35</sup> Sierra Club, 243 So. 3d at 909; Citizens I, 146 So. 3d at 1164.

<sup>&</sup>lt;sup>36</sup> AmeriSteel Corporation v. Clark, 691 So. 2d 473, 478 (Fla. 1997).

<sup>&</sup>lt;sup>37</sup> Sierra Club, 243 So. 3d at 910.

In addition to our ability to review these mechanisms and adjustments as a whole, rather than on an individual basis, we find that our broad grant of legislative authority under Section 366.06(1), F.S., to set fair, just, and reasonable rates permits the inclusion of the seven regulatory adjustments and mechanisms discussed above in a settlement agreement. There are several reasons that support this conclusion.

First, there is no statute specifically prohibiting the inclusion of any of the mechanisms or adjustments at issue here in either a base rate case or a settlement agreement. And, in fact, as discussed above, each of these adjustments and mechanisms has been in numerous prior Commission-approved FPL settlement agreements. Second, FAIR's and Fla. Rising's argument that Sections 366.06(1) and (2), F.S., prohibit the "preapproval" of rates is flawed. Section 366.076(2), F.S., gives the Commission the authority to adopt rules for the determination of rates in full revenue requirement proceedings. Rule 25-6.0425, F.A.C., which implements Section 366.076(2), F.S., allows this Commission in a full revenue requirements proceeding to "approve incremental adjustments in rates for periods subsequent to the initial period in which new rates will be in effect." Based on the plain language of the rule, Rule 25-6.0425, F.A.C., clearly allows us to "preapprove" rates to be implemented at a later date as part of a base rate proceeding. That being the case, a settlement agreement of a base rate proceeding can likewise contain these types of provisions.

Third, FAIR and Fla. Rising argue that a hearing is required at which it is necessary for a utility to establish it is earning outside of its authorized rate of return *before* rates can be increased for any reason. FAIR and Fla. Rising cite Section 366.071(1), F.S., which requires proof of under-earning, as the only statutory basis for "interim" rate relief. As noted above, the procedures established in the 2021 Settlement for the SCRM, SoBRA, Asset Incentive, and federal and state corporate income tax adjustments all require a "true-up" proceeding in which the final costs for each activity are litigated and determined. Contrary to FAIR and Fla. Rising's assertion that there has been no opportunity by ratepayers to question these mechanisms and adjustments prior to their implementation and prescribed rate increases, ratepayers will actually have been given two opportunities to do so: once at the November 2, 2021, hearing on the base rate case/2021 Settlement, and another when the final costs are ultimately determined.

Fourth, we disagree that we only have the authority to implement rate increases when a utility is earning less than its allowed rate of return. A utility is statutorily entitled to earn within a reasonable rate of return range and is entitled to have rates set to provide revenues to ensure that it does so.<sup>38</sup> To deny the utility a rate increase when it is earning less than its allowed rate of return is a constitutional taking.<sup>39</sup> However, we have the broad authority to adjust rates at any time even when the utility is earning within its authorized rate of return to achieve rates that are reasonable and just based on competent, substantial evidence of record.<sup>40</sup> That is the case here.

<sup>&</sup>lt;sup>38</sup> United Telephone Company v. Mayo, 345 So.2d 648 (Fla. 1977).

<sup>&</sup>lt;sup>39</sup> Bluefield Waterworks & Improvement Company v. Public Service Commission of West Virginia, 43 S. Ct. 675 (1923); Gulf Power Company v. Bevis, 289 So. 2d 401 (Fla. 1974).

<sup>&</sup>lt;sup>40</sup> Gulf Power Company v. Wilson, 597 So. 2d 270, 273 (Fla. 1992), citing United Tel. Co. v. Mann, 403 So.2d 962, 967-968 (Fla. 1981).

Fifth, with regard to the four year stay-out provision, we agree with FPL that such provisions are within the broad rate-setting responsibilities granted pursuant to Sections 366.05, 366.06(1) and (2), F.S. We also find that we continue to have the ability to monitor FPL's earnings and act to reduce rates if the utility over-earns, should that event occur. In short, while the 2021 Settlement binds FPL to the four-year stay out provision under the conditions stated, it does not affect our ability to exercise our regulatory authority.

Sixth, we have the statutory authority to impose ROE performance adders pursuant to Section 366.041(1), F.S., and have done so in the past as noted above. However, in this instance the 10.6% ROE is a negotiated number and does not contain a separate performance adder. Therefore, the question of our authority to impose such an adder is moot.

Seventh, we find that the use of the RSAM as set forth in the 2021 Settlement Agreement is within our broad statutory authority and operates within our framework for monitoring earnings and setting fair, just, and reasonable rates.

Eighth, with regard to the federal and state corporate income tax adjustments, the provision allows adjustments to be made in the event these tax changes are enacted. As has been done in the past, this procedure would require FPL to file a petition for approval of its proposed treatment of the tax impacts, thus giving a point of entry for customers to fully litigate the issue. In essence, this provision simply sets the time limit for any requested adjustment at 90 days from the date the tax becomes law, or the effective date of the law, but in no instance before January 1, 2022. Setting deadlines and procedures for regulatory action is clearly within our statutory authority to conduct administratively efficient administrative proceedings.

In conclusion, for the reasons discussed above, we find that we do have the jurisdiction to approve the Storm Cost Recovery Mechanism (SCRM); the Solar Base Rate Adjustment (SoBRA); the Asset Optimization Incentive (Asset Incentive); a federal and state corporate income tax adjustment; a four-year stay-out provision; adjustments to ROE to account for performance (ROE performance adders); and the Reserve Surplus Amortization Mechanism (RSAM) as part of the 2021 Settlement.

#### 2021 Settlement

The major elements of the Settlement Agreement are as follows:

• The 2021 Settlement term (Term) is from January 1, 2022, until the earlier of December 31, 2026, or when FPL's base rates are next reset in a general base rate proceeding. The minimum term of the Settlement Agreement is a period of four years through December 31, 2025.

<sup>&</sup>lt;sup>41</sup> Docket No. 20180039-EI, In re: Consideration of the stipulation and settlement agreement between Gulf Power Company, Office of Public Counsel, Florida Industrial Power Users Group and Southern Alliance for Clean Energy regarding Tax Cuts and Jobs Act of 2017; Docket No. 20180045-EI, In re: Consideration of the tax impacts associated with Tax Cuts and Jobs Act of 2017 for Tampa Electric Company; Docket No. 20180047-EI, In re: Consideration of the tax impacts associated with the Tax Cuts and Jobs Act of 2017 for Duke Energy Florida, LLC.

- Effective January 1, 2022, FPL shall be authorized to increase its base rates and service charges to generate an additional \$692 million of annual revenue. Effective January 1, 2023, FPL shall be authorized to increase its base rates and service charges to generate an additional \$560 million of annual revenue.
- FPL is authorized to make Solar Base Rate Adjustments (SoBRA) in connection with the commercial operation of up to 1,788 megawatts (MW) of solar projects projected to go into service in 2024 and 2025 or within one year following expiration of the minimum term. FPL may carry over to 2025 any MWs that do not enter into service in 2024. These projects are subject to an installed cost cap of \$1,250 per kilowatt of AC power (kWaC), less the cost of any land component allocated to such projects when the land is already included in rate base as Plant Held for Future Use. If leased land is used to construct a project, the lease expense will be converted to a capital cost surrogate in accordance with Commission precedent and used to measure performance against the \$1,250 per kWaC price cap. For each solar project that is approved for cost recovery, FPL's base rates will be increased by the incremental annualized base revenue requirement (excluding any land component that is already included in base rates as Plant Held for Future Use) for the first 12 months of operation, but such recovery will not commence before the entire solar project is in service. Battery storage can be paired with the solar projects so long as the total cost remains below the \$1,250 per kWaC cap and the project is cost effective.

If the actual installed cost for any solar project is less than the \$1,250 kW<sub>AC</sub> cap or adjusted cap, customers and FPL will share the difference between the actual cost and \$1,250 kW<sub>AC</sub> cap, or adjusted cap, with 75% of the difference benefiting customers and 25% of the difference benefiting FPL. The lower installed cost shall be the basis for the full revenue requirements and a one-time credit will be made through the Capital Cost Recovery Clause (CCRC). In order to determine the amount of this credit, a revised SoBRA factor will be computed using the same data and methodology incorporated into the initial SoBRA factor established under the terms of the 2021 Settlement. In lieu of capital expenditures on which the Annualized Base Revenue Requirement was based, the calculation of the installed cost will use the actual installed cost adjusted to reflect the incentive. Going forward, base rates will be adjusted to reflect the revised SoBRA factor. The difference between the cumulative base revenues since the implementation of the initial SoBRA factor and the cumulative base revenues that would have resulted from the revised SoBRA factor had it been in place during the same period will be credited to customers through the CCRC with interest at the 30-day commercial paper rate.

If the actual capital costs for a solar generation project are higher than the \$1,250 kW<sub>AC</sub> cap or adjusted cap, FPL may initiate a limited proceeding on the issue of whether FPL has met the requirements of Rule 25-22.082(15), F.A.C. If the Commission finds that the requirements of Rule 25-22.082(15), F.A.C., have been met, FPL shall be allowed to increase the SoBRA by a corresponding incremental revenue requirement. If FPL elects not to seek such an increase in the SoBRA, FPL may book any incremental costs for

surveillance reporting and all regulatory purposes, subject only to a finding of imprudence or disallowance by the Commission.

- The SolarTogether program approved by Order No. PSC-2020-0084-S-EI<sup>42</sup> shall be expanded by an additional 1,788 MW at FPL's discretion through 2025 such that the total capacity of SolarTogether would equal 3,278 MW. The 1,788 MW of incremental capacity will be allocated 40% to residential and small business customers (45 MW reserved for low-income participants) and 60% allocated to commercial, industrial, and governmental (20% of this commercial, industrial, and governmental capacity is reserved for participants located in the former Gulf territory).
- The regulatory return on common equity (ROE) is set at 10.6% for all purposes, with an authorized ROE range of 9.7% to 11.7%. If, at any time during the Term, but no more than once during the Term, the average 30-year United States Treasury Bond yield rate for any period of six consecutive months is at least 50 basis points greater than the yield rate on the date that the 2021 Settlement is filed with the Commission (Trigger), after filing notice with the Commission, FPL's authorized ROE shall be increased by 20 basis points to be within a range of 9.8% to 11.8%, with a mid-point of 10.8%. This rate shall remain in effect from the Trigger date through the remainder of the Term, for any period in which FPL's rates continue in effect after December 31, 2025, and/or until a final order is issued in a future proceeding changing FPL's rates and its authorized ROE.
- FPL can seek recovery of costs associated with any tropical storm or its successor without the application of any form of earnings test or measure and irrespective of previous or current base rate earnings or the remaining unamortized storm reserve as described in Paragraph 16 of the 2021 Settlement. FPL's recovery of storm costs on an interim basis will begin 60 days following the filing of a cost recovery petition and tariffs and will be based on a 12-month recovery period if the storm costs don't exceed \$4.00/1,000 kWh on a monthly residential bill. Any additional costs exceeding \$4.00/1,000 kWh may be recovered in subsequent years(s) as determined by the Commission. Storm related costs subject to interim recovery will be calculated and disposed of pursuant to Rule 25-6.0143, F.A.C. The storm reserve will be no less than \$150 million. In the event that FPL incurs in excess of \$800 million of qualifying storm costs in a given calendar year, it may petition to increase the initial recovery beyond \$4.00/1,000 kWh. Storm cost recovery proceedings shall not be a vehicle for a "rate case" inquiry concerning FPL's expenses, investment, or financial results.
- The projected depreciation reserve surplus balance at the end of 2021 is \$346 million. The positive difference between the actual remaining amount and \$346 million, the Carryover Amount, will be booked 50% to offset capital recovery regulatory assets and 50% to increase the storm reserve as an unfunded amount. The alternative depreciation parameters and resulting rates set out in Exhibit KF-3(b) will be applied resulting in a

<sup>&</sup>lt;sup>42</sup> Order No. PSC-2020-0084-S-EI, issued March 20, 2020, in Docket No. 20190061-EI, *In re: Petition for approval of FPL SolarTogether program and tariff by Florida Power & Light Company.* 

\$234.7 million reduction in the 2022 test year depreciation expenses when compared to application of the depreciation rates found in FPL's depreciation study.

• The theoretical depreciation reserve surplus (Reserve Amount) shall be \$1.45 billion, including the \$346 million Carryover Amount remaining at the end of 2021. Throughout the Term, or a Paragraph 16(g) one year extension, FPL may amortize this depreciation reserve surplus amount. The amount to be amortized is capped at \$200 million in 2022, but discretionary with FPL for each year thereafter. Amortization in each year of the Term is subject to the following conditions: (1) for any surveillance reports submitted by FPL in which its 12-month period ROE would otherwise fall below the bottom of the authorized range, FPL must amortize at least the amount necessary to maintain an ROE of at least the bottom of the authorized range; (2) FPL may not amortize an amount that would result in an ROE greater than the top of the authorized range for any 12-month period; and (3) FPL must debit depreciation expense and credit depreciation reserve in order not to exceed the top of its authorized range. Any unfunded storm reserve balance must be depleted prior to using the funded reserve to recover storm costs. During the Term, FPL must use all of its Reserve Amount to increase its ROE above the bottom of the ROE range before it may initiate a petition to increase base rates.

As an attachment to its December 2021 monthly earnings surveillance report, FPL shall show the Carryover Amount remaining at the end of 2021. Each subsequent monthly earnings surveillance report shall contain the amount of amortization credit or debit to the Reserve Amount on a monthly basis and year-end total basis for that calendar year. FPL may not amortize any portion of the Reserve Amount past December 31, 2025, unless it provides written notice to the signatories to the 2021 Settlement by no later than March 31, 2025, that it does not intend to seek a general base rate increase to be effective any earlier than January 1, 2027, in which event the Term of the 2021 Settlement shall be extended until December 31, 2026.

• FPL's current asset optimization program previously approved and modified by Order Nos. PSC-2013-0023-S-EI<sup>43</sup> and PSC-2016-0560-AS-EI, 44 is further modified to apply to all fuel sources when it is reasonable and in the customers' best interests based on system requirements, market demand, and the current market price of fuel or capacity. Renewable energy credits may be monetized. Three annual savings thresholds are set: (1) FPL customers will receive 100% of the incentive mechanism gain up to \$42.5 million; (2) FPL customers will receive 40% and FPL will receive 60% of incremental mechanism gains between \$42.5 million and \$100 million; and (3) FPL and its customers will each receive 50% of incremental mechanism gains in excess of \$100 million. The per-MWh variable power O&M rate is set at \$0.48/MWh. Optimization activities, variable power plant O&M rates, and savings thresholds are considered "adjustable"

<sup>&</sup>lt;sup>43</sup> Order No. PSC-2013-0023-S-EI, issued January 14, 2013, in Docket No. 120015-EI, *In re: Petition for increase in rates by Florida Power & Light Company*.

<sup>&</sup>lt;sup>44</sup> Order No. PSC-2016-0560-AS-EI, issued December 15, 2016, in Docket No. 160021-EI, *In re: Petition for rate increase by Florida Power & Light Company*.

parameters" that FPL can request be reviewed and adjusted every four years in the Fuel Cost Recovery Clause docket.

- If permanent federal or state tax changes are enacted effective for any of the tax years 2022 through the Term, the impacts of the tax changes on the base revenue requirement will be adjusted for retail customers within the latter of 90 days from when the tax becomes law or the effective date of the law, but in no instance prior to January 1, 2022 through a prospective adjustment to base rates. Any effects of a change in taxes on retail revenue requirements from the effective date through the date of the base rate adjustment shall be flowed back to, or collected from, customers through the CCRC on the same basis as used in any base rate adjustment.
- FPL agrees to terminate 100% of any natural gas financial hedging during the Term and any extensions. FPL will not enter into any new financial natural gas hedging contracts after execution of the 2021 Settlement except to the extent necessary to comply with its currently approved Risk Management Plan.
- FPL is authorized to implement and recover the costs associated with numerous electric vehicle pilot programs (EV programs). Only the reasonableness of amounts actually expended may be challenged. The cost of the infrastructure of the EV programs, including the installation and removal costs, are includable in the jurisdictional rate base until recovered from customers. The EV programs include: the EVolution program; public fast charging program; residential EV charging services pilot; commercial EV charging services pilot; new technologies and software designed to evaluate emerging electric technologies and enhance service and resiliency for customers; and education and awareness programs about electric options. The total cost of these programs is \$205 million over the Term.
- FPL is authorized to offer a four-year solar power facilities pilot program where commercial and industrial customers on a metered rate may elect to have FPL install and maintain a solar facility on their site for a monthly tariff charge. All project costs and expenses will be recovered from participants through a fixed monthly charge over a tenyear term.
- FPL is authorized to implement a Green Hydrogen pilot project to evaluate how its combustion turbine units operate with a hydrogen fuel mix and learn how a hydrogen fuel production facility can be effectively used on-site with combustion turbine units. The pilot will be conducted at the existing Okeechobee Clean Energy Center and a 25MW electrolyzer and storage facility will be built there. The estimated cost of this pilot program is \$65 million with a projected in-service date of 2023. This estimated cost has been included in rate base and is subject to challenge at a later date.
- FPL is authorized to conduct a four-year pilot program to test residential customer smart electrical panels. FPL will install, at no cost to the customers, up to 1,000 smart electrical panels to gain insights into the control of in-home electrical loads. The total investment

is estimated to be \$6 million over the 2022 to 2023 time period. Parties may subsequently challenge the actual cost of the program.

• Effective January 1, 2022, unified FPL rates apply to all customers throughout the former FPL and Gulf service territories. To accommodate for the initial but declining differences in the cost to serve the two formerly separate utility systems, while recognizing that the systems have been combined and are now operating as one, customers in the former Gulf service territory will pay a transition rider and former FPL customers will receive a transition credit spread over a period of five years.

We turn now to the question of whether the entire 2021 Settlement should be approved. All parties in this case agree that the legal standard to be used in determining whether to approve this settlement is "whether the agreement – as a whole – resolved all of the issues, 'established rates that were just, reasonable, and fair, and that the agreement is in the public interest." A determination of public interest requires a case-specific analysis based on consideration of the proposed settlement taken as a whole. 46

The weight of the evidence presented at the twelve customer service hearings held over a two-week period fully supports the conclusion that FPL is providing excellent service to its customers from a reliability standpoint. Over the last six years, FPL has received repeated national recognition for its leadership, innovation and achievement in the area of electric reliability. None of the parties to this case have questioned or presented evidence that would indicate that FPL's overall quality of service, performance, and response to outages is not exceptional. Further, the record is clear that the former Gulf customers as well as FPL customers will experience a reliability and rate benefit from the consolidation of these utility systems.

The 2021 Settlement reduces FPL's requested base rate increase by \$383 million for rates effective January 1, 2022, and \$45 million for rates effective January 1, 2023, for a total reduction of \$428 million. With these reductions, the bills for all FPL customers will be among

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<sup>&</sup>lt;sup>45</sup> Sierra Club, 243 So. 3d at 909, citing Citizens I, 146 So. 3d at 1164. See also: Order No. PSC-13-0023-S-EI, issued on January 14, 2013, in Docket No. 120015-EI, In re: Petition for increase in rates by Florida Power & Light Company; Order No. PSC-11-0089-S-EI, issued February 1, 2011, in Docket Nos. 080677-EI and 090130-EI, In re: Petition for increase in rates by Florida Power & Light Company and In re: 2009 depreciation and dismantlement study by Florida Power & Light Company; Order No. PSC-10-0398-S-EI, issued June 18, 2010, in Docket Nos. 090079-EI, 090144-EI, 090145-EI, 100136-EI, In re: Petition for increase in rates by Progress Energy Florida, Inc., In re: Petition for limited proceeding to include Bartow repowering project in base rates, by Progress Energy Florida, Inc., In re: Petition for expedited approval of the deferral of pension expenses, authorization to charge storm hardening expenses to the storm damage reserve, and variance from or waiver of Rule 25-6.0143(1)(c), (d), and (f), F.A.C., by Progress Energy Florida, Inc., and In re: Petition for approval of an accounting order to record a depreciation expense credit, by Progress Energy Florida, Inc.; Order No. PSC-05-0945-S-EI, issued September 28, 2005, in Docket No. 050078-EI, In re: Petition for rate increase by Progress Energy Florida, Inc.; Order No. PSC-2021-0423-S-EI, issued November 10, 2021, in Docket No. 20200264-EI, In re: Petition for rate increase by Tampa Electric Company; Order No. PSC-2021-0202-AS-EI, issued June 4, 2021, in Docket No. 20210016-EI, In re: Petition for limited proceeding to approve 2021 settlement agreement, including general base rate increases, by Duke Energy Florida, LLC.

<sup>&</sup>lt;sup>46</sup> Order No. PSC-13-0023-S-EI, at p. 7.

the lowest in the nation with FPL's residential 1,000 kWh bill projected to remain 21% below the current national average.

FPL structured this rate case around the mechanisms and adjustments discussed at length above: SCRM, SoBRA, Asset Incentive, a federal and state corporate income tax adjustment, and the RSAM. These mechanisms, working together, support the four-year stay-out provision which provides a stable rate climate for both residential and commercial customers, while giving FPL the financial ability to operate and invest in its system. Expanding SoBRA projects and conducting EV pilot programs are part of evaluating and meeting the electric industry's changing environment as the effects of climate change become more pronounced. Each settlement is a compromise with give and take on all sides to reach the final, agreed upon settlement terms. The 2021 Settlement is no exception. Finally, the signatories to the 2021 Settlement represent a broad section of FPL's customer classes and a large majority of the parties in this case. Significantly, OPC, the entity created by the Legislature to represent Florida's utility customers before the Commission, has conducted extensive discovery in this case and negotiated the terms contained in the 2021 Settlement. In short, the 2021 Settlement is the product of serious bargaining among capable, knowledgeable signatories representing virtually every customer class.

Having reviewed all the briefs filed and the evidence presented, we find that when taken as a whole, the 2021 Settlement provides a reasonable resolution of all issues raised, establishes rates that are fair, just, and reasonable, and is in the public interest. The 2021 Settlement is therefore approved.

We further find that on January 30 of each year starting in 2023, for the reporting period January through December 2022, FPL shall provide an annual report with regard to Residential and Commercial EV Charging Services that provides: total program capital and O&M costs, revenue requirements, and revenues collected; average cost per port; total number of installed ports and participants; monthly total charging sessions, energy consumption and monthly average 24 hour load profile; and a demonstration of any participating customer energy cost savings compared to a traditional Time of Use tariff. The annual reports shall be filed in Docket 20200170-EI, *In re: Petition for approval of optional electric vehicle public charging pilot tariffs, by Florida Power & Light Company.* 

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Joint Motion for Approval of Settlement Agreement is hereby granted and that the 2021 Stipulation and Settlement Agreement filed on August 10, 2021, attached hereto as Attachment A, and incorporated herein by reference, is approved. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 2nd day of December, 2021.

ADAM J. TEITZMAN Commission Clerk

Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399

(850) 413-6770

www.floridapse.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/SS/BL

#### DISSENT:

Commissioner La Rosa dissents from the Commission decision to grant FAIR's Motion to Intervene.

#### NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

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.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

#### BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Florida Power & Light Company for Base Rate Increase and Rate Unification Docket No. 20210015-EI

#### STIPULATION AND SETTLEMENT AGREEMENT

WHEREAS, Florida Power & Light Company ("FPL" or the "Company"), Citizens through the Office of Public Counsel ("OPC"), Florida Retail Federation ("FRF"), Florida Industrial Power Users Group ("FIPUG") and Southern Alliance for Clean Energy ("SACE") have signed this 2021 Stipulation and Settlement Agreement (the "Agreement") (unless the context clearly requires otherwise, the term "Party" or "Parties" means a signatory to this Agreement); and

WHEREAS, on December 15, 2016, the Florida Public Service Commission ("FPSC" or "Commission") entered Final Order PSC-16-0560-AS-EI approving a stipulation and settlement of FPL's rate case in Docket No. 160021-EI, consolidated with Docket Nos. 160061-EI (Storm Hardening), 160062-EI (Depreciation and Dismantlement), and 160088-EI (Incentive Mechanism) ("2016 Settlement Agreement"), which continues in effect (except for Paragraphs 10 and 11) until base rates are next reset; and

WHEREAS, on March 12, 2021, FPL, representing the merged and consolidated operations of FPL and the former Gulf Power Company ("Gulf"), petitioned the Commission for approval of: (a) base rate increases pursuant to a four-year rate plan; and (b) FPL unified rates for all customers, including those currently served pursuant to the rates and tariffs on file for Gulf, subject to a transition rider and credit intended to reflect initial but diminishing cost to serve differences as the two utility systems are combined and operated as one. As updated, FPL's four-year proposal consisted of: (i) an increase in rates and charges sufficient to generate additional total annual revenues of \$1,075 million to be effective January 1, 2022; (ii) a subsequent year adjustment of \$605 million to be effective January 1, 2023 ("2023 SYA"); (iii) a Solar Base Rate

Adjustment ("SoBRA") mechanism that authorizes FPL to recover costs associated with the

installation and operation of up to an aggregate of 1,788 megawatts ("MW") of cost-effective solar

generation in 2024 and 2025; (iv) a mechanism to address the possibility that changes to corporate

tax laws might be enacted under the new presidential administration; (v) a reserve surplus

amortization mechanism ("RSAM"), an element in FPL's last three multi-year rate plans; (vi) a

storm cost recovery mechanism, an element in FPL's last three multi-year rate plans; and (vii)

authority to accelerate amortization of improtected excess accumulated deferred income taxes

resulting from the 2017 Tax Cuts and Jobs Act ("TCJA"); and

WHEREAS, the Parties filed voluminous pre-filed testimonies with accompanying

exhibits and responded to extensive discovery; and

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in

Docket No. 20210015-EI so as to maintain a degree of stability and predictability with respect to

FPL's base rates and charges; and

WHEREAS, the Parties have entered into this Agreement in compromise of positions taken

in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as

applicable, and as a part of the negotiated exchange of consideration among the Parties to this

Agreement each has agreed to concessions to the others with the expectation that all provisions of

the Agreement will be enforced by the Commission as to all matters addressed herein with respect

to all Parties regardless of whether a court ultimately determines such matters to reflect

Commission policy, upon acceptance of the Agreement as provided herein and upon approval in

the public interest:

2.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the Parties hereby stipulate and agree:

- Upon approval by this Commission, this Agreement will become effective on January 1, 2022 (the "Implementation Date") and continue until the earlier of December 31, 2026 or when FPL's base rates are next reset in a general base rate proceeding (the "Term"); provided, however, that (i) all rates, charges and tariffs authorized pursuant to this Agreement and such provisions of this Agreement as may be necessary to give effect to same, shall remain in effect until FPL's base rates are next reset in a general base rate proceeding, and (ii) FPL may place interim rates into effect subject to refund pursuant to Paragraph 14 of this Agreement. The minimum term of this Agreement shall be four years, from the Implementation Date through December 31, 2025 (the "Minimum Term").
- 2. Except as set forth in this Agreement, the Parties agree that adjustments to rate base, net operating income and cost of capital set forth in FPL's Minimum Filing Requirements ("MFR") Schedules (with RSAM) B-2, C-1, C-3 and D1a, as revised by Exhibit LF-12, shall be deemed approved for accounting and regulatory reporting purposes and the accounting for those adjustments will not be challenged during the Term for purposes of FPL's Earnings Surveillance Reports or clause filings.
- (a) FPL's authorized rate of return on common equity ("ROE") shall be a range of 9.7% to 11.7% and shall be used for all purposes. All rates, including those established in clause proceedings during the Term, shall be set using a 10.6% ROE.
  - (b) If at any time during the Term, but no more than once during the Term, the average 30-year United States Treasury Bond yield rate for any period of six (6) consecutive months is at least 50 basis points greater than the yield rate on the date this Agreement is

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filed with the Commission (the "Trigger"), FPL's authorized ROE shall, after an elective filing by FPL, be increased by 20 basis points to be within a range of 9.8% to 11.8% with a mid-point of 10.8% ("Revised Authorized ROE") from the Trigger Effective Date defined below for and through the remainder of the Minimum Term, and for any period in which the Company's rates continue in effect after December 31, 2025, and then, until the Commission issues a final order in a future proceeding changing the Company's rates and its authorized ROE. Base rates shall not be increased upon implementation of the trigger mechanism. The Trigger shall be calculated by summing the reported 30-year U.S. Treasury bond rates for each day over any continuous six-month period, e.g., January 1, 2022 through July 1, 2022, or March 17, 2022 through September 17, 2022, for which rates are reported, and dividing the resulting sum by the number of reporting days in such period. The effective date of the Revised Authorized ROE ("Trigger Effective Date") shall be the first day of the month following the day in which the Trigger is reached. No later than five business days after the Commission votes to approve this 2021 Agreement, FPL shall notify the Parties of the 30-year United States Treasury Bond yield rate as of the date this Agreement is filed with the Commission by filing in this docket proof of the rate with the Commission Clerk and serving the Parties.

(c) If the Trigger is reached and the Revised Authorized ROE becomes effective, except as otherwise specifically provided in this Agreement, FPL's Revised Authorized ROE range and mid-point shall be used prospectively for all regulatory purposes, including all rates and applications pursuant to this Agreement, until the Commission issues a final order in a future general base rate proceeding changing the Company's rates and its authorized ROE.

- 4. Effective January 1, 2022, unified FPL rates shall apply to all customers throughout the former FPL and Gulf service areas as a result of the consolidation of FPL and Gulf operations and consistent with the consolidated cost of service reflected in FPL's MFRs. Gulf's existing tariffs shall be canceled. The rates and charges applicable to the customers located in the former Gulf' service area shall be pursuant to the FPL tariffs as described berein.
  - (a) Effective on January 1, 2022, FPL shall be authorized to increase its base rates and service charges by an amount that is intended to generate an additional \$692 million of annual revenues, based on the projected 2022 test year billing determinants set forth in Schedules E-13c (with RSAM) and E-13d (with RSAM) of FPL's 2022 MFRs filed with the 2021 Rate Petition, and in the respective amounts and manner shown on Exhibit A, attached hereto.
  - (b) Effective January 1, 2023, FPL shall be authorized to increase its base rates by an amount that is intended to generate an additional \$560 million over the Company's then current base rates, based on the projected 2023 test year billing determinants set forth in Schedules E-13c (with RSAM) and E-13d (with RSAM) of FPL's 2023 MFRs filed with the 2021 Rate Petition, and in the respective amounts and manner shown on Exhibit A, attached hereto.
  - (c) Attached hereto as Exhibit B are tariff sheets for new base rates and service charges that reflect the terms of this Agreement and implement the rate increase described in Paragraph 4(a) above, which tariff sheets shall become effective on January 1, 2022.
  - (d) Attached hereto as Exhibit C are tariff sheets for new base rates and service charges that reflect the terms of this Agreement, and implement the additional rate increase.

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described in Paragraph 4(b) above, which tariff sheets shall become effective on January

1, 2023.

(e) As part of the negotiated exchange of consideration among the parties to this

Agreement, (i) the energy and demand charges for business and commercial rates and the

utility-controlled demand rates are adjusted as shown on Exhibits B and C, and (ii) the

level of utility-controlled demand credits for customers receiving service pursuant to FPL's

Commercial Industrial Load Control ("CILC") tariff and the Commercial/Industrial

Demand Reduction ("CDR") rider shall each be the same as those currently in effect. FPL

shall be entitled to recover the CILC and CDR credits through the energy conservation cost

recovery ("ECCR") Clause. The Parties agree that no changes in these credits shall be

implemented any earlier than the effective date of new FPL base rates implemented

pursuant to a general base rate proceeding, and that such new CILC and CDR credits shall

only be implemented prospectively from such effective date. At such time as FPL's base

rates are reset in a general base rate proceeding, the CILC and CDR credits shall be reset.

(f) The rates set forth in Exhibits B and C are calculated based on a cost of service

study that applies (i) the 12 CP and 1/13 methodology for Production Plant, (ii) 12 CP for

Transmission Plant and (iii) a negotiated methodology for allocating Distribution Plant,

limited by the Commission's traditional gradualism test found in Order No. PSC-09-0283-

FOF-EI, pp. 86-87. Under the rates set forth in Exhibits B and C, no rate or revenue class:

receives (nor shall receive) in increase preater than 1.5 times the system average

percentage increase in total and no class receives (nor shall receive) a decrease in rates.

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- (g) Base rates and credits applied to customer bills in accordance with this Paragraph 4 shall not be changed during the Minimum Term except as otherwise permitted in this Agreement.
- 5. FPL shall be authorized to apply a transition rider to the bills of customers located in the former Gulf service area and a corresponding transition credit to the bills of customers located in FPL's peninsular service area. The transition rider and credit will step down ratably and reach zero over five years as set forth in Exhibit B.
- The tariff changes shown in Exhibits B and C, including but not limited to those listed below, shall be implemented:
  - (i) Cancel all existing Gulf tariff sheets and incorporate other ministerial changes to provide a uniform tariff book; and
  - (ii) Rename the term Customer Charge to Base Charge; and
  - (iii) Implement a Fixed Rate (Flat-1) Tariff once billing system modifications are complete; and
  - (iv) Increase the threshold between the General Service and the General Service
     Demand rate classes from 21 kW to 25 kW; and
  - (v) Add a maximum demand charge to all commercial and industrial time of use distribution-level rate schedules; and
  - (vi) Extend the Supplemental Power Services Rider optional pilot through
     December 31, 2025; and
  - (vii) Increase the Commercial Industrial Service Rider cap to the greater of 1000 MW or 75 contracts; and
  - (viii) Implement new Economic Development Rider tariff "Large EDR"; and

- (ix) Close all unmetered lighting rate schedules, except LT-1 to new customers. Customers currently taking service under unmetered rate schedules will be grandfathered, and there will be four open tariffs to serve new customers: LT-1 for company-owned LED, street, outdoor, roadway and general lights; SL-1M for customer-owned street, roadway and general lights; SL-2M for traffic signals; and GS-1 for unmetered cable amplifiers and billboard lights; and
- (x) Close Gulf Outdoor Service rate schedule to new customers and grandfather existing lighting customers under their existing rate schedule. Remaining customers will be migrated to the applicable FPI, turiff, and
- (xi) Increase meter tampering fee; and
- (xii) Expand the existing field collection charge to include all premise visits;
   and
- (xiii) Change all service charges including temporary construction service rates to reflect the cost of performing the service.
- 7. FPL shall be permitted to remove the Regulatory Assessment Fee ("RAF") from base rates and include the RAF, on the same line as the Gross Receipts Tax, on customer bills. The line shall be renamed "Gross Receipts Tax and Regulatory Assessment Fee" or an appropriate variation thereof. FPL will not collect the RAF until this change is implemented on the customer's bill. FPL will not back hill for any such uncollected RAFs.
- 8. Clause factors also shall be sunfied effective famoury 1, 2022, and shall include smilled trac-ups of any then outstanding over- or under- recoveries. In the 2021 clause proceedings, FPL will calculate and file similed clause factors that take effect January 1, 2022, subject to the Commission's approval of the factor calculations. All parties maintain.

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10.

- their full rights in the clause dockets, but shall not oppose unification of the clause factors or the date of implementation.
- 9. Nothing in this Agreement shall preclude FPL from requesting the Commission to approve the recovery of costs that are recoverable through base rates under the nuclear cost recovery statute, Section 366.93, Florida Statutes, and Commission Rule 26-6.0423, F.A.C. Nothing in this Agreement prohibits parties from participating without limitation in nuclear cost recovery proceedings and proceedings related thereto and opposing FPL's requests.
  - Nothing in this Agreement shall preclude FPL from petitioning the Commission to (a) seek recovery of costs associated with any tropical systems named by the National Hurricane Center or its successor (Storm Costs) without the application of any form of earnings test or measure and irrespective of previous or current base rate earnings or the remaining unamortized Reserve Amount as defined in Paragraph 16. Consistent with the rate design method set forth in Order No. PSC-06-0464-FOF-EL, the Parties agree that recovery of storm costs from customers will begin, on an interim basis, sixty days following the filing of a cost recovery petition and tariff with the Commission and will be based on a 12-month recovery period if the storm costs do not exceed \$4.00/1,000 kWh on monthly residential customer bills. In the event the storm costs exceed that level, any additional costs in excess of \$4.00/1,000 kWh may be recovered in a subsequent year or years as determined by the Commission. All storm-related costs subject to interim recovery under this Paragraph 10 shall be calculated and dispused of guarant to Commission Rule 25-6 9143, F.A.C., and will be limited to costs resulting from a tropical. system named by the National Hurricane Center or its successor, and additionally will be limited to the estimate of incremental costs above the level of storm reserve prior to the storm and to the replenishment of the storm reserve to its then-current level but in no event

less than \$150 million. Replenishment of the storm reserve will be fully funded through the customer charge as outlined in this paragraph 10. The Parties to this Agreement are not precluded from participating in any such proceedings and opposing the amount of FPL's claimed costs but not the mechanism agreed to herein, provided that it is applied in accordance with this Agreement.

- (b) The Parties agree that the \$4,00/1,000 kWh cap in this Paragraph 10 will apply in aggregate for a calendar year for the purpose of the interim recovery set forth in Paragraph 10(a) above; provided, however, that FPL may petition the Commission to allow FPL to increase the initial 12 month recovery beyond \$4,00/1,000 kWh in the event FPL incurs in excess of \$800 million of storm recovery costs that qualify for recovery in a given calendar year, inclusive of the amount needed to replenish the storm reserve to the level described in Paragraphs 10(a) and 16(e). All Parties reserve their right to oppose such a petition.
- (c) Any proceeding to recover costs associated with any Storm Costs shall not be a vehicle for a "rate case" type inquiry concerning the expenses, investment, or financial results of operations of the Company and shall not apply any form of earnings test or measure or consider previous or current base rate earnings or the remaining unamortized Reserve Amount as defined in Paragraph 16.
- 11. Nothing shall preclude the Company from requesting Commission approval for recovery of costs (a) that are of a type which traditionally, historically and ordinarily would be, have been, or are presently recovered through cost recovery clauses or surcharges, or (b) that are incremental costs not currently recovered in base rates which the Legislature or Commission determines are clause recoverable subsequent to the approval of this Agreement. It is the intent of the Parties in this Paragraph 11 that FPL not be allowed to

recover through cost recovery clauses increases in the magnitude of costs of types or categories (including but not limited to, for example, investment in and maintenance of transmission assets except as expressly provided for by Section 366.96, Fla. Stat.) that have been, and traditionally, historically, and ordinarily would be, recovered through base rates. It is further the intent of the Parties to recognize that an authorized governmental entity may impose requirements on FPL involving new or atypical kinds of costs (including but not limited to, for example, requirements related to cyber security), and concurrently or in connection with the imposition of such requirements, the Legislature and/or Commission may authorize FPL to recover those related costs through a cost recovery clause.

12. FPL projects that for purposes of the cost recovery set forth in this Paragraph, it will undertake construction of approximately 894 MW of solar generation reasonably projected to go into service during 2024 and 894 MW of solar generation reasonably projected to go into service during 2025 or within one year following expiration of the Minimum Term, with the ability to carry over to 2025 any megawatts that do not enter service in 2024. For each solar project, which may consist of one or more solar generation sites as filed by FPL, that is approved by the Commission for cost recovery pursuant to the process described in this Paragraph, FPL's base rates will be increased by the incremental annualized base revenue requirement (excluding any land component that is already included in base rates as Plant Held for Future Use as shown on Exhibit MV-5) for the first 12 months of operation (the "Annualized Base Revenue Requirement"), but in no event shall such recovery commence before the entire solar project is in service. Each such Solar Base Rate Adjustment ("SoBRA") shall be authorized for solar projects for which FPL files for Commossion approval gurouant to the Paragraph during the Mamman Term. The Commission's approval may occur before or after expiration of the Minimum Term. The projects constructed pursuant to this Paragraph must be reasonably scheduled to be placed into service no later than one year following the expiration of the Minimum Term. The cost of the components, engineering and construction for any solar project constructed by FPL pursuant to this Paragraph shall be reasonable and in no event shall the average cost of all such projects in any filing for Commission approval exceed a value of \$1,250 per kilowatt alternating current ("kWac") ("\$1,250 kWac Cap"), less the cost (on a per kWac basis) of any land component allocated to such projects when that land is already included in rate base as Plant Held for Future Use as shown on Exhibit MV-5 filed in this Docket (referred to herein as "Adjusted Cap"). The Parties contemplate that FPL does not intend to use leased land in developing and constructing the projects. However, to the extent that leased land is used to construct a project, the lease expense will be converted to a capital cost surrogate in accordance with Commission practice and precedent and will be used to measure performance against the \$1,250 kWac Cap under this Paragraph.

- (b) For solar generation subject to the Florida Electrical Power Plant Siting Act (i.e., 75 MW or greater), FPL will file a petition for need determination pursuant to Chapter 25-22, F.A.C. If approved pursuant to the procedures described in this Paragraph and Section 403.519, Fla. Stat., FPL will calculate and submit for Commission confirmation the amount of the SoBRA for such solar generation using the Fuel and Purchased Power Cost Recovery Clause docket ("Fuel Docket") projection filing for the year that solar generation will go into service.
- (c) Solar generation not subject to the Florida Electrical Power Plant Siting Act (i.e. fewer than 75 MW) also will be subject to approval by the Commission as follows: (i) FPI, will file a request for approval of such solar generation at the time of its final true-up filing in the Eucl Docket; (ii) all Fuel Docket deadlines and schedules shall apply; (iii) the issues

for determination are limited to the cost effectiveness of each project (i.e., will the project lower the projected system cumulative present value revenue requirement "CPVRR" as compared to such CPVRR without the solar project) and the amount of revenue requirements and appropriate percentage increase in base rates needed to collect the estimated revenue requirements; and (iv) approval of the solar generation project will be an issue to be resolved at the regularly scheduled Fuel Docket hearing; provided, however, that the Commission on its own initiative or upon good cause shown by an intervenor (which may include any Party to this Agreement or any other entity satisfying the standing requirements of Florida law) may set FPL's request for approval of the solar generation project for a separate hearing to be held in the Fuel Docket before the end of that calendar year. FPL will calculate and submit for Commission confirmation the amount of the SoBRA for each such solar project at the time of the projection filing for the year the solar project will go into service.

- (d) FPL may add battery storage to any of the solar projects subject to recovery under this Paragraph provided that the combined cost of solar plus battery storage (i) for the project does not exceed \$1,250 kW<sub>AC</sub>. Cap (or the Adjusted Cap, as applicable under subparagraph 12(a)), (ii) satisfies the cost-effectiveness condition in this Paragraph, and (iii) is cost effective compared to solar alone.
- (e) For each solar project approved pursuant to this Agreement, the base rate increase shall be based upon FPL's billing determinants for the first 12 months following such project's commercial in-service date, where such billing determinants are those used in FPL's then-most-current Capacity Clause Recovery Clause ("CCR Clause") fillings with the Commission, including to the extent necessary, projections of such billing.

determinants into a subsequent calendar year so as to cover the same 12 months as the first

12 months of each such solar project's operation.

(f) FPL may not receive approval for incremental SoBRA recovery of more than 894

MW of solar projects for a calendar year, provided, however, to the extent that FPL

receives approval for SoBRA recovery in 2024 of less than 894 MW in a year, the surplus

capacity can be carried over for recovery in 2025. For example, if FPL receives approval

for SoBRA recovery in 2024 of 794 MW of solar capacity, it would be entitled to increase

its request for 2025 SoBRA recovery for an additional 100 MW.

(g) Each SoBRA is to be reflected on FPL's customer bills by increasing base charges

and base non-clause recoverable credits and commercial/industrial demand reduction

credits by an equal percentage contemporaneously. The calculation of the percentage

change in rates is based on the ratio of the jurisdictional Annualized Base Revenue

Requirement and the forecasted retail base revenues from the sales of electricity during the

first twelve months of operation. FPL will begin applying the incremental base rate charges

for each SoBRA to meter readings made on and after the commercial in-service date of

that solar generation site,

(h) The revenue requirements for each SoBRA will be calculated using the current

authorized midpoint ROE, an incremental capital structure based on investor sources that

is adjusted to reflect the inclusion of applicable tax credits on a normalized basis, and the

depreciation-related accumulated deferred income tax proration adjustment that is required.

by Treasury Regulation §1. 167(1)-1(h)(6).

If FPL's actual installed cost for any solar generation site is less than the \$1,250.

kWac Cap for the Adjusted Cap on a per site basis for any land already included in rate

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base as Plant Held for Future Use as shown on Exhibit MV-5), the customers and FPL will share in the beneficial difference with 75% of the difference inuring to the benefit of customers and 25% serving as an incentive to the Company to seek cost savings. For example, if the actual installed cost of a solar generation site is \$1,150 per kW Ar., the cost to be used for purposes of computing the revenue requirement would be \$1,175 per kW AC. [0.25 times (\$1,250 - \$1,150) + \$1,150)]. Any sharing related to a solar generation site that includes land already included in rate base as Plant Held for Future Use as shown on Exhibit MV-5 would be based on the Adjusted Cap on a per site basis. Additionally, the lower installed costs shall be the basis for the full revenue requirements and a one-time credit will be made through the CCR Clause. In order to determine the amount of this credit, a revised SoBRA Factor will be computed using the same data and methodology incorporated in the initial SoBRA factor. However, in lieu of the capital expenditures on which the Annualized Base Revenue Requirement was based, the calculation will use actual installed costs adjusted to reflect the incentive described in this subpart. On a going forward basis, base rates will be adjusted to reflect the revised SoBRA factor. The difference between the cumulative base revenues since the implementation of the initial SoBRA factor and the cumulative base revenues that would have resulted if the revised SoBRA factor had been in place during the same time period will be credited to customers through the CCR Clause with interest at the 30-day commercial paper rate as specified in Rule 25-6 109 F.A.C.

(j) Subject to the maximum cost of \$1,250 kW ar Cap (or the Adjusted Cap) as set forth in subparagraph \$2(a), in the event that actual capital costs for a solar generation project are higher than the projection on which the Annualized Hase Revenue Requirement was based, FPL at its option, may insuite a limited proceeding per Section 366,076, Florida

Statutes, limited to the issue of whether FPL has met the requirements of Rule 25-22.082(15), F.A.C. Nothing in this Agreement shall prohibit a Party from participating in any such limited proceeding for the purpose of challenging whether FPL has met the requirements of Rule 25-22.082(15) or otherwise acted in accordance with this Agreement. If the Commission finds that FPL has met the requirements of Rule 25-22.082(15), then FPL shall increase the SoBRA by the corresponding incremental revenue requirement due to such additional capital costs, provided, consistent with subparagraph 12(a) above, FPL is prohibited from recovering through the SoBRA mechanism for any project any costs greater than the \$1,250 kW ac Cap (or the Adjusted Cap as set forth in subparagraph 12(a)) under any circumstances. However, FPL's election not to seek such an increase in the SoBRA shall not preclude FPL from booking any incremental costs for surveillance reporting and all regulatory purposes subject only to a finding of imprudence or disallowance by the Commission. Nothing in this Agreement shall preclude any Party to this Agreement or any other lawful party with standing from participating, consistent with the full rights of an intervenor, in any such limited proceeding.

- (k) FPL's base rates applied to customer bills, including the effects of the SoBRAs as implemented pursuant to this Agreement (i.e., uniform percent increase for all rate classes applied to base revenues), shall continue in effect until next reset by the Commission in a general base rate proceeding.
- (a) If federal or state permanent tax changes ("Tax Reform") are effective during the Terms. FPL will quantify the impact of Tax Reform on its Florida Jurisdictional baserovenue requirement as projected in its forecasted earnings surveillance report for the calendar year that includes the period in which Tax Reform is effective. If Tax Reform is enacted effective for any of the tax years 2022 through the Term of this Agreement, the

impacts of Tax Reform on base revenue requirements will be adjusted for retail customers

within the later of 90 days of when the Tax Reform becomes law or the effective date of

the law but in no instance prior to January 1, 2022, through a prospective adjustment to

base rates upon a thorough review of the effects of the tax reform on base revenue

requirements. This adjustment shall be accomplished through a uniform percentage

decrease or increase to customer, demand and energy base rate charges for all retail

customer classes. Any effects of tax reform on retail revenue requirements from the

effective date (but no earlier than January 1, 2022) through the date of the base rate

adjustment shall be flowed back to, or collected from, customers through the CCR Clause

on the same basis as used in any base rate adjustment.

(b) Excess and/or Deficient Deferred Taxes created by the Tax Reform shall be

deferred to a regulatory asset or liability, which shall be included in the FPSC-adjusted

capital structure and flowed back to, or collected from, customers over a term consistent

with law. The remaining 2017 TCJA balance of unamortized unprotected excess deferred

income tax shall not be included in the regulatory asset or liability described in this

Paragraph, but instead will be the subject of Paragraph 26.

The flow back or collection shall be accomplished as follows:

(i) If the Average Rate Assumption Method used in the TCJA is prescribed,

then the regulatory asset or liability will be flowed back to, or collected from,

customers over the remaining life of the assets associated with the Excess and/or

Deficient Deferred Taxes subject to the provisions related to FPSC adjusted

operating income impacts of Tax Reform noted above.

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- (ii) If the Tax Reform law or act is silent on the flow-back or collection period for parts or all of the Excess and/or Deficient Deferred Taxes, and there are no other statutes or rules that govern the flow-back or collection period for "unprotected" amounts, then there is a rebuttable presumption that the following flow-back or collection period(s) will apply: (1) if the cumulative "unprotected" regulatory asset/liability balance is less than \$500 million, the flow-back/collection period for the cumulative balance will be five years, or (2) if the cumulative "unprotected" regulatory asset/liability balance is equal to or greater than \$500 million, the flow-back/collection period for the cumulative balance will be ten years.
- (c) "Protected" and "unprotected" Excess and/or Deficient Deferred Taxes will be flowed back to, or collected from, retail customers within the later of 90 days of when the Tax Reform becomes law or the effective date of the law but no earlier than January 1, 2022. As subsequent information becomes available, such as FPL's federal tax return being filed, any true-ups or adjustments will be evaluated and implemented within 90 days of that information becoming available.
- (d) If the applicable federal or state income tax rate for FPL changes more than 90 days before the effective date of any of the rate increases provided for in Paragraph 4, FPL will adjust the amount of the base rate increases to reflect the new tax rate before the implementation of such increase. Any base rate adjustments or changes that are implemented before the effective date of the applicable federal or state income tax rate change will be adjusted by applying no more than an equal percentage increase or decrease to each class and pursuant to subpart (a) of this Paragraph.
- 14 (a) Notwithstanding Paragraph 4 above if FPL's carned return on common equity falls below the bottom of its authorized range during the Minimum Term on an FPL monthly

earnings surveillance report stated on an FPSC actual, adjusted basis, FPL may petition the

FPSC to amend its base rates, either as a general rate proceeding under Sections 366:06

and 366.07, Florida Statutes, or as a limited proceeding under Section 366.076, Florida

Statutes. Throughout this Agreement, "FPSC actual, adjusted basis" and "actual adjusted

carned return" shall mean results reflecting all adjustments to FPL's books required by the

Commission by rule or order, but excluding pro forma, weather-related adjustments. If

FPL files a petition to initiate a general rate proceeding pursuant to this provision, FPL

may request an interim rate increase pursuant to the provisions of Section 366.071, Florida

Statutes. Nothing in this Agreement shall preclude any Party from participating in any

proceeding initiated by FPL to increase base rates pursuant to this Paragraph consistent

with the full rights of an intervenor.

(b) Notwithstanding Paragraph 4 above, if during the Minimum Term of this

Agreement, FPL's earned return on common equity exceeds the top of its authorized ROE

range reported in an FPL monthly earnings surveillance report stated on an FPSC actual,

adjusted basis, any Party shall be entitled to petition the Commission for a review of FPL's

base rates. In any proceeding initiated pursuant to this Paragraph, all parties will have full

rights conferred by law.

(c) Notwithstanding Paragraph 4 above, this Agreement shall terminate upon the

effective date of any final order issued in any such proceeding pursuant to this Paragraph

14 that changes FPL's base rates

d) This Paragraph 14 shall not (i) be construed to bar or limit EPL to any recovery of

costs otherwise contemplated by this Agreement nor, in any proceeding initiated after a

base rate proceeding filed pursuant to this Paragraph, shall any Party be prohibited from

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taking any position or asserting the application of law or any right or defense in litigation related to FPL's efforts to recover such costs; (ii) apply to any request to change FPL's base rates that would become effective after this Agreement terminates; or (iii) limit any Party's rights in proceedings concerning changes to base rates that would become effective subsequent to the termination of this Agreement to argue that FPL's authorized ROE range or any other element used in deriving its revenue requirements or rates should differ from the range set forth in this Agreement.

- FPL shall be authorized to establish the regulatory assets identified on Exhibit D attached
  to this Agreement. ("Regulatory Assets"). Amortization of the Regulatory Assets shall be
  pursuant to Exhibit D and subject to the provisions of Paragraph 16.
- 16. (a) In Order No. Order PSC-16-0560-AS-EI, the Commission authorized FPL to amortize the depreciation reserve surplus remaining at the end of 2016 plus up to \$1 billion of theoretical reserve surplus effected by the depreciation agreed upon by the parties. This resulted in a total reserve amount of \$1.25 billion; that amount was later reduced by \$5 million pursuant to the Hurricane Irma settlement, Order No. PSC-2019-0319-S-EI and further reduced by \$5 million pursuant to the Hurricane Dorian settlement, Order No. PSC-2021-0188-S-EI. FPL projected that it would have \$346 million remaining at the end of 2021. The Parties acknowledge that the actual remaining amount may differ from the projection. The positive difference between the actual remaining amount, if any, and the \$346 million, is the "Curryover Amount."
  - (b) The Parties agree that FPL is authorized to apply the alternative depreciation parameters and resulting rates as set forth in Exhibit KF-3(3). The parties acknowledge that application of those rates results in a \$234.7 million reduction in the 2022 test year depreciation expense (compared to application of the depreciation rates resulting from

FPL's 2021 depreciation study), and the parties agree that FPL's theoretical depreciation reserve surplus for purposes of this Agreement shall be \$1.45 billion, which is inclusive of the projected \$346 million balance remaining at the end of 2021, (the "Reserve Amount") on January 1, 2022.

The Parties agree that until expiration of the Minimum Term of this Agreement or (0) the extension of one (1) year pursuant to Paragraph 16(g), FPL may amortize the Reserve Amount by recording credits to depreciation expense and debits to the cost of removal component of the depreciation reserve, or debits to depreciation expense and credits to the cost of removal component of the depreciation reserve, with the amounts to be amortized by the end of 2022 not to exceed a year-end total credit of \$200 million and the amounts to be amortized in each remaining year of the Term left to FPL's discretion. Additionally, amortization in each year of the Term is subject to the following conditions: (i) for any surveillance reports submitted by FPL during the Minimum Term on which its ROE (measured on an FPSC actual, adjusted basis) would otherwise fall below the bottom of its authorized range. FPL must amortize at least the amount of the available Reserve Amount necessary to maintain in each such 12-month period an ROE at a level that does not fall below the bottom of its authorized range (measured on an FPSC actual, adjusted basis); (ii) FPL may not amortize the Reserve Amount in an amount that results in FPL achieving an ROE that exceeds the top of its authorized range (measured on an FPSC actual, adjusted basis) in any such 12-month period as measured by surveillance reports submitted by FPL: and (iii) FPL must debit depreciation expense and credit the depreciation reserve in miamount to cause FPL to not exceed the top of its authorized ROE range, provided, however. that if such credit would result in FPL exceeding the Reserve Amount of \$1.45 billion, the provisions of subpart (e) of this Paragraph shall apply.

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- (d) The Parties agree that the Carryover Amount as described in subpart (a) of this Paragraph shall be used as follows: (i) fifty percent of the Carryover Amount would be applied to credit (decrease) the Regulatory Assets as shown on Exhibit D, page 1 attached hereto; and (ii) fifty percent of the Carryover Amount would be applied to credit (increase) the storm reserve as an unfunded amount, on a transitional basis subject to being replaced on a funded basis after depletion subsequent to a storm event.
- (e) If a debit to depreciation expense is required to keep FPL from exceeding a Regulatory ROE that exceeds the top of its authorized range and such debit would result in the Reserve Amount exceeding \$1.45 billion during any monthly reported period on an earnings surveillance report: (i) FPL will first record a debit to depreciation expense and a credit to depreciation reserve such that the Reserve Amount is \$1.45 billion; (ii) whatever debit remains necessary to not exceed the top of its authorized ROE range will be recorded on the Company's books such that fifty percent of such debit amount is applied to credit (decrease) the Regulatory Assets shown on Exhibit D, page 1 and fifty percent is applied to credit (increase) the storm reserve as an unfunded amount. Any unfunded storm reserve balance must be depleted prior to using the funded reserve to recover Storm Costs. Nothing in this Paragraph shall preclude FPL from either expensing Storm Costs in accordance with Rule 25-6.0143, F.A.C. or exercising its option to seek recovery pursuant to Paragraph 10 of this Agreement for recoverable storm costs pursuant to Rule 25-6.0143, F.A.C.
- (f) FPL shall not satisfy the requirement of Paragraph 14 that its actual adjusted earned ROF must fall below the bottom of its authorized range on a monthly surveillance report before it may initiate a petition to increase base rates during the Minimum Term unless IPL first uses any of the Reserve Amount that remains available for the purpose of

increasing its earned ROE to at least the bottom of its authorized range for the period in question.

- (g) FPL shall file an attachment to its monthly earnings surveillance report for December 2021 that shows the final amount of the "rollover" surplus that remained at the end of 2021. Thereafter, FPL shall file an attachment to its monthly surveillance report for each month of each year during the Term that shows the amount of amortization credit or debit to the Reserve Amount on a monthly basis and year-end total basis for that calendar year. FPL may not amortize any portion of the Reserve Amount past December 31, 2025 unless it provides notice to the Parties by no later than March 31, 2025 that it does not intend to seek a general base rate increase to be effective any earlier than January 1, 2027, in which event the Minimum Term of this Agreement shall be extended by 12 months. Any amortization of the Reserve Amount after December 31, 2025 shall be in accord with this Paragraph.
- The Parties agree that FPL's 2021 Depreciation Study, filed as Exhibit NWA-1, satisfies
  Rule 25-6,0436, F.A.C. and FPL's obligation to file a depreciation study pursuant to Order
  PSC-16-0560-AS-EL. Pursuant to this Agreement, however, FPL is authorized to apply
  the depreciation adjustments set forth in Exhibit KF-3(B).
- 18. The Parties agree that FPL's 2021 Dismantlement Study, filed as Exhibit JTK-1 (Corrected), satisfies Rule 25-6.04364, F.A.C. and FPL's obligation to file a dismantlement study pursuant to Order PSC 16-0560-AS-E1. The level of FPL's amount dismantlement accrual shall be as set forth in Exhibit E.
- 19. The Parties agree that the provisions of Rules 25-6.0436 and 25-6.04364. F.A.C., pursuant to which depreciation and dismantlement studies are generally filed at least every four-

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years will not apply to FPL until FPL files its next petition to change base rates. The depreciation rates and dismantlement accrual rates in effect as of the Implementation Date shall remain in effect until FPL's base rates are next reset in a general base rate proceeding. At such time as FPL shall next file a general base rate proceeding, it shall simultaneously file new depreciation and dismantlement studies and propose to reset depreciation rates and dismantlement accrual rates in accordance with the results of those studies. The Parties agree to support consolidation of proceedings, if needed, to reset FPL's base rates, depreciation rates and dismantlement accrual rates.

In Order No. PSC-2020-0084-S-EI, the Commission approved FPL's SolarTogether Tariff and Program ("SolarTogether"), a voluntary program that allows participating FPL customers ("Participants") to subscribe to a portion of cost-effective solar capacity and receive a credit for the solar production associated with their subscription. Under Solar Together, Participants pay a monthly subscription charge designed to cover the costs associated with the capacity to which they subscribed. The Commission's Order authorized FPL to construct 1,490 MW of solar facilities. Solar Together is fully subscribed and has a significant waiting list of customers who wish to enroll. The parties agree that (i) FPL shall be authorized to extend SolarTogether by constructing an additional 1,788 MW of cost-effective solar at its discretion through 2025, such that the total capacity of SolarTogether will amount to 3,278 MW; (ii) the incremental capacity above the original 1,490 MW shall be allocated 40% to residential and small business customers (45 MW reserved for fow income participants) and 60% to commercial, industrial and governmental (20% of this capacity is reserved for participasts located in the former Gulf territory); and (iii) the pricing for all participants will be as set forth in First Revised Tant! Sheet 9.932-8.934, included with Exhibit B. The projected benefits of the 3,278 MW of Solar Together

- shall be allocated 55% of the projected benefits to participants and 45% to the general body of ratepayers.
- 21. In Order No. PSC-130023-S-El, the Commission authorized FPL to implement a Pilot Asset Optimization Program designed to create additional value for customers by FPL engaging in wholesale power purchases and sales, as well as all forms of asset optimization. In Order No. PSC-PSC-16-0560-AS-El, the Commission approved modifications to the Asset Optimization Program. The Parties agree that FPL is authorized to continue the Asset Optimization Program as an ongoing program as previously approved in Order No. PSC-130023-S-El and Order No. PSC-PSC-16-0560-AS-El subject to the following modifications:
  - (i) FPL may optimize all fuel sources beyond just natural gas supply and capacity

     when it is reasonable and in the best interests of customers to do so based on
     the system requirements, market demand, and market price of the fuel or
     capacity at the time;
  - (ii) FPL may monetize its renewable energy credits;
  - (iii) The number of annual savings thresholds is reduced from four to three for reporting purposes. Threshold 1: FPL customers will receive 100% of the Incentive Mechanism gain up to a threshold of \$42.5 million. Threshold 2: FPL will retain 60% and customers will receive 40% of incremental gains between \$42.5 million and \$100 million. Threshold 3: FPL will retain 50% and customers will receive 50% of incremental gains in excess of \$100 million.
  - (iv) The per-MWh variable power O&M rate shall be \$0.48 MWh.

(v) Optimization activities, variable power plant O&M rates, and savings thresholds shall be considered "adjustable parameters" such that FPL may request that the Commission review and adjust these mechanism parameters every four years in the Fuel Cost Recovery Docket.

Nothing in this Paragraph is intended to enlarge the jurisdiction of the Commission to approve cost recovery of investments beyond that authorized by Chapter 366, Fla. Stat.

- 22. FPL is authorized to recover the costs associated with the electric vehicle programs listed below ("EV Programs"). The Parties agree that FPL's decision to pursue the EV Programs described below is prudent, and they waive any right to challenge these programs, other than the reasonableness of amounts actually expended, in any proceeding addressing the recoverability of these program costs. The cost of the infrastructure of the EV programs, including the installation and removal costs, would be includable in FPL's jurisdictional rate base until recovered from customers. The EV Programs costs described herein are not incremental to the revenue requirements set forth in Paragraph 4.
  - (i) EVolution a pilot program that supports the growth of electric vehicles. The primary objective of this pilot program for FPL is to gather data and learnings ahead of mass EV adoption to better plan for and design possible future EV investments. The FPL EVolution Pilot focuses on infrastructure build-out impacts of EV adoption rates, rate structures and demand models, and grid impacts of fast charging. The total investment in the FPL's EVolution Pilot Program is forecast to be \$300 million through 2022.
  - (iii) Public Fast Charging Program n pilot program that expands access to public fast charging, including access in underserved areas and evacuation routes. The total investment in the Public Fast Charging Program is forecast to be

- \$100 million over the four-year period 2022-2025, the revenue requirements of which will be partially offset by revenue received under FPL's UEV tariff approved in Docket 20200170-EL, which establishes a rate for utility-owned public EV fast charging stations.
- (iii) Rendential EV Charging Services Pilot a voluntary tariff for residential customers who desire EV charging service, for a fixed rate, through the installation of a level 2 EV charger, owned, operated and maintained by FPL. The subscription utilizes FPL's filed Time-of-Use ("TOU") rate and includes unlimited off-peak charging and flexibility to charge during on-peak periods if needed, at on-peak TOU rate. FPL will provide full installation and equipment-only installation options pursuant to the Tariff Sheets 8.213-8.214 and 9.843-9.846, included with Exhibit B. The total investment in the Residential EV Charging Pilot is forecast to be \$25 million over the four-year period 2022-2025.
- (iv) Commercial EV Charging Services Pilot a voluntary tariff for Commercial customers who desire EV charging services for fleet vehicles through the installation of Company owned, operated, maintained electric vehicle supply equipment on a customer's premise. Under the tariff, customer will pay a fixed monthly charge, established via a formula-based rate to allow for individual customer pricing designed to recover all costs and expenses over the life of the issuets and be CPVRR neutral to the general body over applicable term. The total investment in the Fleet EV Pilot Program is forecast to be \$25 million over the four-year period 2022-2025. The Commercial EV Charging Pilot Tariff is

- attached as Tariff Sheet and associated customer agreement are attached as Tariff Sheets 8.942-8.943 and 9.833-9.840, included with Exhibit B.
- (v) New Technologies and Software limited pilot initiatives designed to evaluate emerging EV technologies and enhance service and resiliency for customers. In addition, FPL will implement software upgrades, including the FPL Evolution App and systems enhancements, to provide a streamlined customer experience in support of the EV programs. The total investment in the Technologies and Software is forecast to be \$20 million over the four-year period 2022-2025.
- (vii) Education and Awareness. FPL will complement its EV programs by adding components that increase awareness and educate customers about the choice to go electric. Such components may include but are not limited to: (a) creating school curriculums at all levels, from engaging EV awareness and education for school children to providing training programs, (b) promoting EV and infrastructure adoption at events such as sustainability conferences, earth days, home shows, and green markets; (c) establishing automaker OEM and dealer partnerships to build EV awareness and drive sales; and (d) providing resources and tools (i.e., informational webpages and vehicle comparison tools) to inform consumers of electric vehicle benefits. The total investment in this Education and Awareness component of FPL's suite of EV projects is forecast to be \$5 million over the four-year period 2022-2025.
- 23. FPL shall be authorized to offer a four-year voluntary pilot program pursuant to which commercial and industrial customers on a metered rate may elect to have FPL install and maintain a solar facility on their site for a monthly tariff charge (the "Solar Power Facilities P(lot Program"). Participating customers would select from a variety of options including.

but not limited to, solar trees, solar canopies and solar benches. Through a fixed monthly charge over the ten-year term of the customer agreement, all project capital costs and expenses will be recovered from program participants, such that the general body of customers will not be impacted. The Solar Power Facilities Pilot Program tariff sheet and associated customer agreement are attached as Tariff Sheets 8.939-8.940 and 9.849-9.856 included with Exhibit B. At least 60 days prior to the expiration of the Solar Power Facilities Pilot Program Tariff, FPL will submit either a petition to the Commission requesting approval to extend or modify the Tariff or close it to new customers. Regardless of whether the program continues after four years, customers already participating in the program will continue to be served under the Solar Power Facilities Pilot Program Tariff. The Solar Power Facilities Pilot Program costs described herein are not incremental to the revenue requirements set forth in Paragraph 4.

24. FPL shall be authorized to implement a Green Hydrogen pilot project that will allow FPL to evaluate how its combustion turbine units operate with a hydrogen fuel mix and to learn how a hydrogen fuel production and storage facility can be effectively used on site with combustion turbine units. The pilot would be deployed at the existing combustion turbine units at the Okeechobee Clean Energy Center where the Company would build an approximate 25 MW electrolyzer and a storage facility for the production and on-site storage of hydrogen. FPL estimates that the pilot project can be put in service in 2023 at an estimated cost of \$65 million. The Parties agree that FPL's decision to pursue the Green Hydrogen pilot program is prudent, and they waive any right to challenge this pilot, other than the reasonableness of amounts actually expended, in any proceeding addressing the recoverability of the Green Hydrogen pilot program costs. The Green Hydrogen pilot

- program costs described herein are not incremental to the revenue requirements set forth in Paragraph 4.
- 25. FPL shall be allowed to implement a new residential customer pilot program to test smart electrical panels (the "Smart Panel Pilot"). Under the Smart Panel Pilot, FPL will install at no additional cost to pilot participants up to 1,000 Company-owned smart electrical panels, which enable greater insights regarding and control of in-home electrical loads, thereby allowing advanced energy management capabilities. The Smart Panel Pilot will test the feasibility of employing command-and-control load management messaging over the existing smart meter network as well as determine customer satisfaction. Through this Pilot, FPL will gather technical, operational and financial feasibility learnings to test its ability to manage load and to enhance the Company's demand-side management load control program. A copy of the Smart Panel Pilot Tariff (customer agreement) is attached as Tariff Sheet 9.806-9.808, included with Exhibit B. The total investment in the Company's proposed Smart Panel Pilot is forecasted to be up to \$6 million from 2022 through 2023. The Parties agree that FPL's decision to pursue the Smart Panel Pilot Program is prudent, and they waive any right to challenge this pilot, other than the reasonableness of amounts actually expended, in any proceeding addressing the recoverability of the Smart Panel Pilot Program costs. The cost of the equipment associated with Smart Panel Pilot Program, including the installation and removal costs, would be includable in FPL's jurisdictional rate base until recovered from customers. The Smart Panel pilot program costs described herein are not incremental to the revenue requirements set forth in Paragraph 4.
- Pursoant to the settlement approved in Order No. PSC-2019-0225-FOF-EL FFL is currently unsortizing improtected excess accumulated deferred income taxes generated by

the 2017 TCJA over a 10-year period which began in 2018. FPL is authorized to accelerate the amortization of the remaining amount of unprotected excess deferred income taxes that would have been amortized in 2026 and 2027 such that those amounts would instead be amortized ratably over the period from 2022-2025. This would result in the acceleration of up to \$163 million of unprotected excess accumulated deferred income tax amortization, or approximately \$41 million in each year from 2022-2025.

- 27. FPL agrees to the termination of 100% of natural gas financial hedging prospectively for the Minimum Term and any extensions thereof and will make filings to implement such termination in Docket No. 20210001-EI and subsequent fuel clause proceedings. FPL shall not be prohibited from filing a petition and proposed risk management plan with the Commission to address natural gas financial bedging following expiration of the Minimum Term. The Parties understand and intend that FPL will not enter into any new financial natural gas hedging contracts after the date on which this Agreement is executed, except as may be necessary for FPL to remain in compliance to the minimum extent practicable with the requirements of its currently approved Risk Management Plan.
- 28. No Party to this Agreement will request, support, or seek to impose a change in the application of any provision hereof. Except as provided in Paragraph 14, a Party to this Agreement will neither seek nor support any change in FPL's base rates or credits applied to customer bills, including limited, interim or any other rate decreases, that would take officit prior to expiration of the Minimum Turm, except for any such reduction requested by FPL or as otherwise provided for in this Agreement. No party is prohibited from seeking interim, limited, or general base rate relief, or a change to credits, to be effective following latter of the expiration of the Minimum, Term in any extensions thereof.

- 29. Nothing in this Agreement will preclude FPL from filing and the Commission from approving any new or revised tariff provisions or rate schedules requested by FPL, provided that such tariff request does not increase any existing base rate component of a tariff or rate schedule during the Term unless the application of such new or revised tariff, service or rate schedule is optional to FPL's customers.
- 30. The provisions of this Agreement are contingent on approval of this Agreement in its entirety by the Commission without modification. The Parties agree that approval of this Agreement is in the public interest. The Parties further agree that they will support this Agreement and will not request or support any order, relief, outcome, or result in conflict with the terms of this Agreement in any administrative or judicial proceeding relating to, reviewing, or challenging the establishment, approval, adoption, or implementation of this Agreement or the subject matter hereof. No party will assert in any proceeding before the Commission or any court that this Agreement or any of the terms in the Agreement shall have any precedential value, except to enforce the provisions of this Agreement. Approval of this Agreement in its entirety will resolve all matters and issues in Docket No. 20210015-EI pursuant to and in accordance with Section 120.57(4), Florida Statutes. This docket will be closed effective on the date the Commission Order approving this Agreement is final, and no Party shall seek appellate review of any order approving this Agreement issued in this Docket and each Party shall oppose such review.
- This Agreement is dated as of August 9, 2021. It may be executed in counterpart originals, and a scanned order only of an original segment shall be deemed an original. Any person or entity that executes a segmentic page to this Agreement shall become and be deemed a Party with the full range of rights and responsibilities provided hereunder, notwithstanding that such person or entity is not listed in the first recital above and executes the signature.

ORDER NO. PSC-2021-0446-S-EI DOCKET NO. 20210015-EI PAGE 56

page subsequent to the date of this Agreement, it being expressly understood that the addition of any such additional Party(ies) shall not disturb or diminish the benefits of this Agreement to any current Party.

32. All provisions of this Agreement survive the Minimum Term unless expressly stated herein. In Witness Whereof, the Parties evidence their acceptance and agreement with the provisions of this Agreement by their signature.

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

By:

Eric E. Silagy President & CEO ORDER NO. PSC-2021-0446-S-EI DOCKET NO. 20210015-EI PAGE 58

2010

10

Office of Public Counsel Richard Gentry The Florida Legislature 111 West Madison Street

Room 812 Tallahassee, FL 32399-1400

Richard Gentry

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Ste. 800 West

Washington, DC 20007

By: Brew Brew

Southern Alliance for Clean Energy Stephen A. Smith P.O. Box 1842 Knoxville, TN 37901

Stemen A. Smith

## Revised Exhibit A

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# Revised Exhibit B

2022 Tariffs Proposed and Legislative

FLORIDA POWER & LIGHT COMPANY	Second Revised Sheet No. 1 Cancels First Revised Sheet No. 1
ELECTRIC TARIFF	
As Filed With	
FLORIDA PUBLIC SERVICE COMMISSION	

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

Effective: March 7, 2003

FLORIDA	POWER & LIGHT COMPANY	Third Revised Sheet No. 2.0 Cancels Second Revised Sheet No. 2.01
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	General Description of the Areas Served	3
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Tenned by: Tiffany Cohon, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

FLORIDA POWER & LIGHTCOMPANY	Cancels Second Sheet No. 3.010
GENERAL DESCRIPTION OF THE AREAS SERVED  The Company supplies electric service in many a the east coast of Florida (except the Jacksonvill four other municipalities which have municip systems), the agricultural area around southern a Lake Okeechobee, the lower west coast area, an of central, north central, and portions of north we	
The Company supplies electric service in many a	areas along
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Third Revised Sheet No. 3.010

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Seventh Revised Sheet No. 3.020 Cancels Sixth Revised Sheet No. 3.020



Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

POWER & LIGHT COMPANY	Fourth Revised Sheet Cancels Third Revised Sheet
MISCELLANEOUS INDEX	
	Sheet
Clauses of Customer	4.010
Service Charges	4,020
Conservation Inspections and Services	4.020
Temporary/Construction Service	4.030
Building Energy Rating System (BERS)	4.040

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Fourth Revised Sheet No. 4.010 Cancels Third Revised Sheet No. 4.010

#### MISCELLANEOUS

#### CLASSES OF

#### CUSTOMERS

Residential. Service supplied exclusively for domestic purposes in individually metered dwelling units and in dupleros and triplexes, including the separately metered non-commercial facilities of a residential outstance (i.e., garages, water pumps, etc.). Service for non-metered outdoor lighting is also considered Residential when the lighting is supplied exclusively for domestic purposes. Service to commonly owned facilities of condominiums, cooperatives and homeowners associations is Residential, provided the service criteria as specified in FPL's Common Use Facilities Rider is met.

General Service. Service used for business and professional activities in establishments and for purposes not otherwise classified for rate purposes, including: airports, basics, billboards, boarding houses, churches, clubs, commercial buildings, freight terminals, garages, hospitals, hotels, motels, mater-metered apartment houses, model homes, office buildings, purking lots, passenger stations, personal service establishments, restaurants, rooming houses, schools, self-service laundries, signs, stores, theatres and the like.

Industrial. Service to power equipment used for manufacturing or processing purposes, and to the lighting within and about the buildings, structures and premises housing and enclosing the power-driven and operated machinery and equipment and incident to the use thereof.

Public Street and Highway Lighting. Service for lighting public ways and areas.

Other Sales to Public Authorities. Service with eligibility restricted to governmental entities.

Sales to Railroads and Railways. Service supplied for propulsion of electric transit vehicles.

Sales for Resale. Service to other electric utilities for resale purposes.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Twenty-Fourth Revised Shert No. 4.020 Cancels Twenty-Third Revised Shert No. 4.020

#### SERVICE CHARGES

Connection of Initial Service - A \$12.00 service charge will be made for an initial connection.

Reconnection Change - A \$5.00 Reconnection Change will be made for the reconnection of service after disconnection for temperature or violation of a rule or regulation.

Connection of Existing Service - A 39:30 service charge will be made for the connection of an existing account.

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

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

Figld-Visit Charge - Whenever payment for service is delinquent and a field visit is made to a customer's premise, a \$26.00 fee will be added to a customer's bill for electric service. If service is disconnected, this charge will not be applied.

FPL may waive the Reconnection Charge, Returned Payment Charge, Late Payment Charge and Field Visit Charge for Customers affected by natural disasters or during periods of declared emergencies or once in any twelve (12) month period for any Customer who would otherwise have had a satisfactory payment record (as defined in 25-6.097(2) F.A.C.), upon acceptance by FPL of a reasonable explanation justifying a waiver. In addition, FPL may waive the charge for connection of an existing account and the charge for an initial connection for new or existing Customers affected by natural disasters or during periods of declared emergencies.

#### CONSERVATION INSPECTIONS AND SERVICES

Residential Dwelling Units:

The Company will offer energy audits to customers in accordance with Commission Rule 25-17:063, Florida Administrative Code.

General Service Industrial:

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

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Eighth Revised Sheet No. 4.030 Cancels Seventh Revised Sheet No. 4.030

#### TEMPORARY/CONSTRUCTION SERVICE

#### APPLICATION:

For temporary electric service to installations such as fears, exhibitions, construction projects, displays and similar installations.

# SERVICE

Single phase or three phase, 60 hertz at the available standard secondary distribution voltage. This service is available only when the Company has existing capacity in lines, transformers and other equipment at the requested point of delivery. The Customer's service entrance electrical cable shall not exceed 200 Amp capacity.

## CHARGE

The non-refundable charge must be paid in advance of installation of such facilities which shall include service and metering equipment.

Installing and removing overhead service and meter

\$381.44

Connecting and disconnecting Customer's service cable to Company's direct-bursed underground facilities including antallation and removal of meter.

\$186.04

# MONTHLY RATE

This temporary service shall be billed under the appropriate rate schedule applicable to general service and industrial type installations.

# SPECIAL CONDITIONS:

If specific electrical service other than that stated above is required, the Company, at the Customer's request, will provide such service based on the estimated cost of labor for installing and removing such additional electrical equipment. This estimated cost will be payable in advance to the Company and subject to adjustment after removal of the required facilities. All Temporary/Construction services shall be subject to all of the applicable Rules, Regulations and Turiff charges of the Company, including Service Charges.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fifth Revised Sheet No. 4.040 Cancels Fourth Revised Sheet No. 4.040

#### BUILDING ENERGY RATING SYSTEM (BERS)

# RATE SCHEDULE: BERS

#### AVAILABLE

Available to FPL Residential Customers with single family homes, excluding mobile (manufactured) homes.

# APPLICATION:

For existing homes, upon request, a State Certified Rater will perform in on-site energy inspection and provide a BERS Certificate using the Florida Energy Code Whole Building Performance Method A.

For new homes, upon request, a State Certified Rater will provide a BERS Certificate using the Florida Energy Code Whole Building Performance Method A.

# DEFINITIONS:

Existing home: A completed residential occupancy building for which a certificate of occupancy or equivalent approval for occupancy has been issued.

FLORIDA ENERGY CODE WHOLE BUILDING PERFORMANCE METHOD A. This method allows the consumer to compare the energy efficiency of their home with a "boseline" house of the same size and in the same region of the State.

A/C DUCT PERFORMANCE TEST. A process that tests the integrity of the A/C system and the air ducts system.

# Types of BERS rating available:

- Class I An energy rating utilizing the Florida linergy Code Whole Building Performance Method A using data obtained in an on-site energy inspection. An A/C Duct Performance Test will also be done.
- Class 2 An energy rating utilizing the Florida Energy Code Whole Building Performance Method A using data obtained in an on-site energy inspection.
- Class 3 An energy rating utilizing the Florida Energy Code Whole Building Performance Method A using site plans and construction documents. This class is applicable for new homes only.

(Continued on Sheet No. 4 041)

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

Effective: March 7, 2003

Fifth Revised Sheet No. 4.041 Cancels Fourth Revised Sheet No. 4.041

(Continued from Sheet No. 4.040). Schedule of fees: The following fees are for a home of less than or equal to 2000 sq. ft. under air. New Home Existing Home Class 1 -\$555 \$555 (includes A/C Duct Test for one sir handler) Note: For homes greater than 2000 sq. ft., add \$0.08 per square foot. For more than one air-hundler add \$35 per additional air handler. \$480 Class 2 -\$480 Note: For homes greater than 2000 sq. ft. add \$0.0% per square foot above 2000 sq.ft. Class 3 -\$75 Not Applicable Note: For homes greater than 2000 sq. ft. add \$0.09 per square foot above 2009 sq.ft: In addition to the charges above, a registration service fee will be added as set by the State of Florida Department of Community Affairs approved Registration Agency Terms of Payment. The fee shall be payable as follows: Existing homes - upon request or prior to the on-site energy inspection. New homes - upon request or on the delivery of the construction plans and documents.

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

Effective: March 1, 2010

Second Revised Sheet No. 5.010 Cancels First Revised Sheet No. 5.010

#### TECHNICAL TERMS AND ABBREVIATIONS

Alternating Current - An electric current that reverses its direction many times a second at regular intervals.

Ampere - The unit used to measure an electric correct or the rate of flow of electricity in the circuit.

Auxiliary Meter - A meter used with other metering equipment to measure the service used by a customer.

Average Power Factor - The ratio of real energy in kilowatt-hours to apparent energy in kilovolt-ampere-hours, over a given time period

British Thermal Unit (Btu) - The quantity of heat required to raise the temperature of one pound of water one degree Fahrenheit.

Circuit Breaker - A device designed to open, under abnormal conditions, a current-carrying circuit without injury to itself.

Code - A compilation of definitions, rules and requirements concerning the installation, operation and maintenance of all types of electrical wiring, equipment and devices. The "National Electrical Code" is the standard of the National Board of Fire Underwriters for Electric Wiring and Apparatus as recommended by the National Fire Association and approved by the American Standards Association. In addition, local codes have been adopted by various counties and municipalities.

Cycle - A period of alternating electric current.

Deposit - A sum of money or guarantee to secure the payment of bills when service is terminated.

EST - Eastern Standard Time

Kilovolt-Ampere (kVa) - The unit of apparent electric power equal to 1,000 volt-amperes. The product of volts and amperes gives volt-amperes.

Kilovolt-Ampere-Hour (kVahr) - The product of apparent power in kva and time measured in hours.

Kilowatt (kW) - The unit of real or active electric power equal to 1,000 watts (the term "horsepower" is equivalent to 746 watts). Power is the rate of doing work. The product of amperes and volts gives watts in an alternating current circuit having unity power factor.

Kilowatt-Hour (kWh) - The unit of real or active electric energy equal to that done by one kilowatt acting for one hour, the unit of electric energy, the product of power measured in kilowatts and time measured inhours.

Load Factor - The ratio of the average lead to the maximum load occurring in a given period; the actual use of electrical equipment as a percentage of the maximum possible use of the equipment as a percentage of the maximum possible use of the equipment as a percentage of the maximum possible use of the equipment as a percentage of the maximum possible use of the equipment as a percentage of the maximum possible use of the equipment as a percentage of the maximum possible use of the equipment as a percentage of the maximum possible use of the equipment as a percentage of the maximum possible use of the equipment as a percentage of the maximum possible use of the equipment as a percentage of the maximum possible use of the equipment as a percentage o

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 5.020 Cancels First Revised Sheet No. 5.020

# FLORIDA POWER & LIGHT COMPANY

#### TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Lumen - A unit of measure of the total quantity of visible light emitted by a source. The intensity of light delivered by one standard candle at a distance of one foot is approximately one (1) lumen.

Metering Equipment - Meters and other supplementary and associated devices necessary to measure the electric service used by the Contenter.

Month - An interval between successive regular meter reading dates, which interval may be 30 days, more or less.

Ohm - The unit of electrical resistance; the resistance of a circuit in which a potential difference of one volt produces a current of one ampere.

Point of Delivery – The geographical and physical location at which the Company's wires or appuratus are connected to deliver service to the Customer. The point where the Customer assumes responsibility for further delivery and use of the energy.

Power Factor - The ratio of active or real power in kilowatts to apparent power in kilowolt-ampères; or, kW/kVa. Power factor is often expressed in percent, e.g., unity power factor in 100% power factor.

Reactive Kilovolt-Ampere (kVar) - This is the inactive component of apparent electric power, the portion that is not available to do work, but required to farmish charging current to magnetic or electrostatic equipment connected to a system. The kilowatt is the real or active component. The reactive kilovolt-ampere is also termed kilowar.

Service - Power and energy required by the Customer and, in addition, the readiness and ability on the part of the Company to furnish power and energy to the Customer.

Single Phase - Pertaining to a circuit energized by a single, alternating electromotive force.

Submeter - A meter installed beyond the regular meter to measure a part of the Customer's load. Submeters for the purpose of selling or otherwise disposing of electric service to lessees, tenants, or others are not permitted.

Temporary Service - Service required for a short period of time.

Three-Phase - Pertaining to a combination of three circuits energized by alternating electromotive forces that differ in phase by 120°.

Volt - The unit of electric force or pressure, the electromotive force which will produce a current of one ampere when applied to a conductor whose resistance is one often. Voltage is the force or pressure necessary to drive electricity through accrusit.

Watt - The unit of real or active electric power, the rate of work represented by a current of one empere under a pressure of one will in a circuit having unity power factor

Watt-Hour - The unit of real or active power electric energy; the work done in one hour at the steady rate of one watt.

Ninth Revised Sheet No. 6.001 Cancels Eighth Revised Sheet No. 6.001

		Sheet 1
for	roduction	6.016
	Service Agreements	6.010
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Isosed by: Tilliany Cuben, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Ninth Revised Sheet No. 6.010 Cancels Eighth Revised Sheet No. 6.010

#### GENERAL RULES AND REGULATIONS FOR ELECTRIC SERVICE

#### ENTRODUCTION

These General Rules and Regulations are a part of the Company's Tariff, covering the terms and conditions under which Electric Service is supplied by the Company to the Costomer. They are supplementary to the "Rules and Regulations Governing Electric Service by Electric Utilities" issued by the Florida Public Service Commission.

#### 1 SERVICE AGREEMENTS

- L1 Application for Service, Service may be obtained upon application. Usually all that is required in the service application, a form of identification acceptable to the Company, and the posting of a deposit.
- 1.2 Information Needed. To provide service promptly the Company will need the applicant's name, telephone number and address including the street, house number (or apartment number), or the name of the subdivision with lot and block numbers. The types of identification required upon application for service include a valid social security number, tax identification number, driver's license, both certificate or any other form of identification acceptable to the Company. On new or changed installations, the Company will also need to know the equipment that will be used. The Company will advise the Customer as to whether the desired type of service is available at the designated location.
- 1.3 Agreement, Service is furnished upon acceptance of the agreement or contract by the Company. Applications are accepted by the Company with the understanding that there is no obligation to render service other than the character of service then available at the point of delivery. A copy of any written agreement accepted by the Company will be furnished to the applicant upon request.
- 1.4 Applications by Agents Applications for service requested by firms, partnerships, associations, corporations, etc., shall be made only by duly authorized parties. When service is rendered under an agreement or agreements entered into between the Company and an agent of a principal, the use of such service by the principal shall constitute full and complete ratification by the principal of such agreement or agreements.
- 1.5 Prior Indebtechess. The Company may refuse or discontinue service for finiture to settle, in full, all prior indebtechesis incurred by any Contomer(s) for the same class of service at any one or more locations of such Customer(s). The Company may also refuse service for prior indebtechess by a previous customer provided that the current applicant or customer occupied the premises at the time the prior indebtechess occurred and the previous customer continues to occupy the premises.
- 1.6 Discontinuance of Service (1) Service may be discontinued for violation of the Company's rules or by actions or threats made by a customer, or anyone on the customer's premises, which are reasonably perceived by a utility employee as violent or unsafe, after affording the Customer reasonable opportunity to comply with said rules, and/or the customer agrees to cease from any further set of violence or unsafe condition, including five (5) days written notice to the Customer. However, where the Company believes a dangerous condition scats on the Customer's permises, service may be discontinued without notice. (2) The Company may refuse to serve any person whose service requirements or equipment is of a character that is likely to unfavorably affect service to other customers. (3) The Company may refuse to render any service other than that character of service which is normally furnished, unless such service is readily available. (4) The Company shall not be required to furnish service under conditions requiring operation in parallel with generating equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own appenditions or service to other customers or with service furnished by others.

(Continued on Sheet No. 6 011)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 6.011 Cancels Original Sheet No. 6.011

#### FLORIDA POWER & LIGHT COMPANY

#### (Continued from Sheet No. 6.010)

1.65 Medically Essential Service. For purposes of this section, a Medically Essential Service Customer is a residential customer whose electric service is medically essential, as affirmed through the certificate of a doctor of medicale intensed to practice in the State of First-Sch. Service is "medically essential" if the distomer has a medical dependence on electric-powered equipment that must be operated continuously or as circumstances require as specified by a physician to avoid the loss of life or immediate hospitalization of the customer or another permanent resident at the residential service address. If continuously operating, such equipment shall include but is not limited to the following: oxygen concentrator or a ventilator/respirator. The physician's certificate shall explain briefly and clearly, in non-medical terms, why continuance of service is medically essential, and shall be in the form of tariff sheet no. 9,930. The customer seeking designation as a Medically Essential Service Customer shall complete an application in the form of tariff sheet no. 9,930. A customer who is certified as a Medically Essential Service Customer must renew such certification periodically through the procedures outlined above. The Company may require such renewed certification to more frequently than once every 12 months.

The Company shall provide Medically Essential Service Customers with a limited extension of time, not to exceed fluity (30) days, beyond the date service would normally be subject to disconnection for non-payment of bills (following the requisite notice pursuant to Rule 25-6 105(5) of the Florida Administrative Code). The Company shall provide the Medically Essential Service Customer with written notice specifying the date of disconnection based on the limited extension. The Medically Essential Service Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for services provided by the Company and for which payment is past due, or to make other arrangements for meeting the molically essential needs.

No later than 12 moon one day prior to the scheduled disconnection of service of a Medicully Essential Service Customer, the Company shall attempt to contact such customer by telephone in order to provide notice of the schedulet disconnect date. If the Medicully Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such customer or other whilt resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medicully Essential Service Customer, no later than 4 PM of the day prior to scheduled disconnection. If contact is not made, however, the Company may leave written notification at the residence advising the Medicully Essential Service Customer of the scheduled disconnect date, thereafter, the Company may disconnect service on the specified date. The Company will grant special consideration to a Medicully Essential Service Customer in the application of Role 25-6-097(3) of the Florida Administrative Code.

In the event that a customer is certified as a Medically Essential Service Customer, the customer shall remain solely responsible for any backup apaproent and/or power supply and a planned course of action in the event of power outages. The Company does not assume, and expressly disclaims, any obligation or duty: to monitor the health or condition of the person requiring medically essential service, to insure continuous service; to call, contact, or otherwise advise of service interruptions; or, except as expressly provided by this section, to take any other action (or refining from any action) that differs from the normal operations of the Company.

1.7 Reinforsement for Extra Expenses. The Customer may be required to ministure the Company for all extra expenses incurred by the Company on account of violations by the Customer of agreements with the Company or the Rules and Regulations of the Company.

#### 2 SUPPLY AND USE OF SERVICE

2.1 Service Service includes all power and energy required by the Customer and, in addition, the readiness and shifty on the part of the Company to famish power and energy to the Customer. Thus, the maintenance by the company of approximately the agreed voltage and frequency at the point of delivery shall constitute the rendering of service, irrespective of whether the Customer makes any use thereof.

(Continued on Sheet No. 6.020)

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

Effective: November 15, 2002

Eleventh Revised Sheet No. 6.020 Cancels Tenth Revised Sheet No. 6.020

#### (Continued from Short No. 6.010)

- 2.2 Availability of Spring. The Company will supply electric service to any applicant for service throughout the service adopted to the following conditions: should be extension of the Company's plantable to required, the Company will pay for the cost where intelliged, in the Company's opinion, by revenues to be secured, bosewise, the Company and require mostly or anomal parameters, each contributions in an of construction, under advances for construction, when is the Company's opinion, the immediate or potential research of not posity the cost of extensions. If facilities are requested that are not assail and customary for the type of installation to be served, the Company may require a contribution in said of constructions will be calculated in accordance with applicable rules and regulations of the Floride Poblic Service Commissions. If the installation of facilities is justified based on the Commission for electric power but them in reasonable doubt to to level of one or length of one of such facilities, the Contourne, whose motivally agreeable with the Company, very contend for a minimum Demand or monthly payment sufficient to patch the Company are contrast. The Company will not be reported for any distinct location. The Company will not be reported for minimum of services for any distinct location. The Company will not be reported for minimum of services for any distinct location.
- 3.3 Point of Diffragg. The prographical and physical location of which the Company's wires or apparatus are connected to define service to the Commun. The point where the Contoner assumes responsibility for further definery and use of the energy. The point of definery shall be determined by the Company.
- 24 Character of Service. Alternating current is supplied at a frequency of approximately starty cycles. Standard mentional voltages are 120 or 120/240 volts for single-plane service and 240 volts for 3-plane delta service. Where three-phase "Wye" service is provided, the standard normal voltages are 120/200 or 217/400 volts. The Conspany will furnish information regarding Character of Service merupants.
- 2.5 Continues of Serios. The Company will true renormable difigured at all times to provide continuous service at the agreed cominst voltage, and shall not be liable to the Contenes or to any other person for complete or partial fadure or interruption of service, or for fluctuations in voltage, resulting from the ordinary negligence of its employees, servants or agents. The Company also shall not be liable to the Customer or to any other person for the complete or partial failure or interruption of service, fluctuations in voltage, or any other act or ordinates or related injury caused directly by strikes, labor matches, accident, litigation, duridowen for require or adjustments, interfacece by Federal, State or Municipal governments, advised of God or other course beyond its control.
- 1.6 Timmerty, Service. Temporary service refers to service required for a short period of time. It will be supplied only when the Company has realible capacity of lines, transformers, generalize and other equipment for the service required. Hefore supplying temporary service the Company may require the Cuttomer to bear the cost of installing and recovering the supporary service facilities, but credit for salvage.
- 2.7 Indexesty to Congrey. The Contract shall askennify, hold humiless and defend the Company from and agreen any and all liability, proceedings, suits, cost or algorith for loss, durings or ageny to persons or property, in any manner density or indirectly connected with, or growing not of the transmission and one of observacity on the Contracts side of the point of delivery.
- 2.71 Indianately to Company Governmental, Notwithstanding engines to the contrary in the Company's testff, including these General Rules and Regulations for Electric Service, the Company's Rate Schedules, and its Standard Forms, any obligation of indiana there is required of a Customer, Applicant, or QF, that is a procuremental entity of the State of Florids or political adultivision thereof ("governmental entity"), shall be read to include the condition "to the extent germitted by applicable law."
- 2.8 Access to Principles. The delty authorized agains of the Company shall have safe access to the purpose of the Contoner at all reasonable bours for the purpose of metalling, manufacturing, and expecting or reasoning the Company's reasonable of way, and other purposes incident to performance under or termination of the Company's agreement with the Contoner, and in such performance shall not be finishe for Wespani.
- 2.9 Right of Way. The Contourse shall great or cause to be greated to the Company and without cost to the Company all rights, ensurements, permits and privileges which, in the opinion of the Company, are necessary for the rendering of service to the Contours.

#### 3 LIMITATION OF USE

3.1 Resets of Service Profession Description (3) of Service received from the Company shall be for the Customer's own one and shall not be record. Where analysis necturing is not required under Subsection (3) of Services 25-6,000 (Measuring Customer Services of the Florida Administrative Code and market necturing is used on the medical process of allocating the cost of the releasting and receiving market is used by the customer slow for the purpose of allocating the root of the releasting to the stating. Any face or charges collected by a Customer for electricity felled to the Customer's account by the utility, whether hased on the use of substating or my often allocation recthed, shall be determined in a transmer which triansformed the Customer's not the fine Customer's actual cast of electricity.

For the purpose of this Rule:

- (1) Electric corrice to "sub-electrod" when separate electric meters are used to allocate among tateans, lessues or other entities the monthly bill condend by FPL to the Common for electric corrice, when these tensor, lessues or other entities are charged no more than a proportionate charge of each bill, based on their countily consumption as excessered by such notes:
- (2) Electric service is "resold" when separate electric maters are used to charge tenants, lessees or other emittee more than a proportionate share of the Continued according to the Continued and Continued according to the Continued a
- (3) The term "cost" or used berein means only those charges specifically authorized by EPL's tariff, including from not femiod to the customer, energy, domand, find, consorration, capacity and environmental charges plus applicable tures and from to the customer of record responsible for the resistar meter payments. The term does not include late payment charges, naturated check, charges, the cost of the customer owned distribution system behind the master maker the customer of mooral's cost of bulling the maliticabal make, and other much costs.

(Continue to Sheet No. 6.030)

Issued by: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Eighth Revised Sheet No. 6.030 Cancels Seventh Revised Sheet No. 6.030

#### (Continue from Sheet No. 6,020)

- 3.2 Stord Courings. The Continuous may not build or extend hindur from across or under a street, allay, lane, court, stream or often way to order to furnish service for adjacent property through one meter even through such adjacent property is owned by the Continuou, unless written consent is obtained from the Company. Consent may be given when such adjacent properties are operated as one integral unit, under the name mans, for corrying on parts of the same luminuous.
- 3.3 Unsufactional Use of Service. In case of any numberized rematering, sale, extension or office disposition of service, the Cariomar's service is subject to discontinuance sattle such numberized rematering, sale, extension or office disposition of service is discontinued, full payment is made of bills dis service extension or payer classifications and rate schedules, and ministraneously in full has been made to the Company dis all ministraneous incurred, including expenses for elected work, testing and inspections.
- 3.4 Companion to Master Metering Prohibited. When customers are currently separately served by the Company as individual accounts, they may not terminate these individual accounts and receive service from the Company collectively through a single meter account unless the resulting combined service account is one which could be served by one meter in accordance with Rule 25-6-049 Section (5) of the Florida Administrative Code.

#### 4 CUSTOMERS INSTALLATION.

- 4.1 Continue's Installation. The Continue's installation consists of and includes all wines, outcome, ewitches and application and appearing of every kind and nature used in connection with or forming a part of an installation for utilizing electric service for any purpose, (excepting meters and associated equipment), ordinarily located on the Contenue's side of "Point of Delivery," and including "Service Entrance Conduction," whether such installation is owned outright by the Contenue or used by the Contenue under large contenues.
- 4.2 Type, and Maintenance. The Customer's wires, apperatus and equipment shall be selected and used with a view to obtaining the highest practicable power factor, and shall be installed and maintained in accordance with standard practice, and in full compliance with all applicable laws, codes and governmental and Company regulations. The Customer expressly agrees to utilize no appearance or device which is not properly constructed, controlled and protected, or which may adversely affect service to others, and the Company reserves the right to discontinue or withhold survice for read appearance or device.
- 4.) Change of Customer's lumilation. No changes or increases in the Customer's installation, which will materially affect the operation of any portion of the distribution system or percenting plants of the Company shall be made without written constant of the Company. The Customer will be liable for any damage resulting from a violation of this rule.
- 4.5 Inspection of Customer's Installation. All Customer-counsed electrical installations or changes should be inspected upon completion by a competent inspecting authority to insure that wiring, grounding, fortune and devices have been installed in accordance with the National Electrical Code and each local rates as may be in effect. Where governmental inspection is required by local rates or entirences, the Company cannot reader service until such impaction has been made and formal notice of approval has been readered by the Company from the inspection, authority. Where governmental inspection is not required, and before service is randored by the Company; the Company from the inspection writing, that each electrical installation has been inspected by a Semined electrician and in in compliance with all applicable rates and order in affect. Thereafter, acceptance and receipt of service by the Commer shall constitute certification that the Customer has not all inspection requirements, complied with all applicable codes and rates and, subject to section 2.7 Indemnity to Company. Or section 2.71 Indemnity to Company Dovarnmental, FIS, is Consent lithin and Regulations, the Customer releases, holds harmless and agrees to indemnify the Company from and against loss or liability in compocition with the provision of electrical services to or through such Customer-conted electrical installations. The Company reserves the right to impact the Customer's installation prior to rendering service and from time to time thereafter, but assumes no responsibility whatsoever for any portion factors.
- 4.5 Electric Engagers. Improper connection of a Customer's generator (or other source of electric service) with the Company's facilities may energize the Company's lines and endanger the lives of the employees, agents or representatives of the Company who may be working on them. Furthermore, such improper connection can servicely desirage the Customer's wiring and generator to robot to goard agent those disagree, the Company will not connect its service to a Customer's wiring where generators are located unless the uniting conforms to the Company's specifications. These specifications are available on request.
- 4.5 Momentury Parallel Operation. Permissible and available in all arous served by the Company for electric service to any Customer, at a single point of delivery, when electric service requirements for the Contener's load (i) are supplied or suppliemental fines the Customer's generation during periods of outages and power redinarily supplied by the Company, and (ii) accessitate that the Customer's generation operate sometarily in parallel with the Company's system to enable the Customer to transfer its load from the Company's source to the Customer's generation in order to continue the summertuped flow of power to the Customer's load. The charge for power registed by the Company's during periods of summertary parallel operation is included in the charge for electric service at the applicable retail rate schadule. No Customer to whom this Rule 4-6 applies shall operate in generation momentarily in parallel with the Company's system unless and until the Customer has entered into a Momentary Parallel Operation Interconnection Agreements with the Company's system unless and until the Customer has entered into

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and System

Fourteenth Revised Sheet No. 6,040 Cancels Thirteenth Revised Sheet No. 6,040

#### FLORIDA POWER & LIGHT COMPANY

#### 5 COMPANY'S INSTALLATIONS

- <u>S.1 Protection of Company's Property</u> The Costomer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's wiring, meters, and apparatus.
- 5.2 Disnage to Compan's Property. In the event of any loss or damage to property of the Company caused by or arrang out of cardiomesis, neglect or missue by the Customer, the cost of making good such loss or repoining such damage shall be paid by the Customer.
- 5.3 Relocation of Company's Fusibles. When there is a change in the Contenne's operation or construction which, in the judgment of the Company, makes the relocation of Company's facilities necessary, or if such relocation is suggested by the Customer, the Company will move such facilities at the Customer's express to a location which is acceptable to the Company.
- 5.4 Attachments to Poles. The use of the Company's poles, wires, towers, structures or other fischines for the purpose of finitesing or supporting any radio or television senials or other equipment, or any wires, ropes, signs, business 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 therefore.
- 5.5 Interference with Company's Furifician. The Customer should not allow trees, vises and abults 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 tim 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 cubbes when specifically authorized by and arranged with the Company.
- 5.0 Unobstructed Access to Company's Familities. 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 report and maintenance as a safe, timely and costs efficient manuer. The Contoner is responsible for containing the Company for guidance before constructing any items which may obstruct the Company's access. Such stems include, but are not limited to, building, additions, decks, points, pools, fences or privings. Relocation of the Company's facilities, as provided in Section 5.3 of these Rules and Regulations, may be necessary. Should as stem interfere with access to Company facilities requiring repair or maintenance, the Company will explore with the Customer all alternatives deemed families 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, purcount 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 Seconity Deposit/Quaranty.

- Before the Company renders service, or upon termination of an existing Unconditional Guaranty Contract, or a surely bond or an irrevocable bank letter of credit, each applicant will be required to provide:
  - a) a Security Deposit occusisting of cash, surely bond, or irrevocable bank letter of credit, or
  - b) a greatesty satisfactory to the Company to secure payment of bills; or
  - information which satisfies the Company's application requirements for no deposit.
- (2) a) New service Requests If a Security Deposit is required, the Security Deposit for a new service request shall be based upon no more than two months of projected charges, calculated by adding the 12 months of projected charges, dividing this total by 12, and analogolying the result by 2. After the new account has had continuous service for a twelve (12) month period, the amount of the required deposit shall be recalculated using actual data. If an excess deposit is identified by this recalculation, the difference between the recalculated deposit unit the deposit or hand will be credited to the account. If the recoloulated amount indicates a deficiency in the deposit held, the utility may bill customer for the difference. Each applicant that provides a guaranty, surety bend, or an irrevocable bank letter of credit as a Security Deposit must enter into the agreement(s) set forth in Turiff Sheet No. 9.400 9.401 in 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 Short No. 6.050)

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

Effective: June 5, 2017

Seventeenth Revised Sheet No. 6.050 Cancels Sixteenth Revised Sheet No. 6.050

(Continued from Sheet No. 6.040)

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

- 6.2 Deposit Integes. The interest due will be paid once a year, ordinarily as a small on regular bills, and on final bills when service is discontinued. No unlerest will be paid if service is ordered disconnected for any cause within six months from the date of initial service.
- 6.21 <u>Residential Diposits</u>. Simple interest at the rate of 2% per amount will be paid to residential Customers for each deposits when held by the Company.
- 6.22 Netroidenial Diposits. Simple interest at the rate of 2% per assum will be paid on each deposits of norroidential customers blowever, simple interest at the rate of 3% per assum will be paid on each deposits of norroidential 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 expension of 20 days from the date of making or delivery by the Company), b) paid with a check refused by a bank, c) been deconnected for nonpayment at any time, d) tampered with the electric meter, or e) used service as a franchisant or assumble trivel measure.
- a.3 Refund of Cash Deposit Relaxes of Other Security or Charants. After a resolution Castomer has established a period of not less than 23 menths, the Company will no longer require a Security Deposit or guaranty for that account, provided the Castomer has not, in the preceding twelve (12) months a) made more than one (1) has payment of the hill (after the expansion 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) tempered with the electric mater, or e) used service in a financial or a mantherized materia. When the Company is longer requires a Security Deposit or guaranty because the residential Customer meth those terms or because the Customer deservice the account and the Company has received find payment for all bills for service received at the account will be released from that obligations to the Company. Cash deposit receipts are not negotiable or transferable and the deposit is refugable only to the Customer these mans appears thereon. Refunds of cash deposit is refugable only to the Customer those mans appears the refunds of cash deposit may be contitioned 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.
- 6.4 Transfer of Security Deposit/Guerarty. A Customer inswing 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 move or less than required by Rule 0.1 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 either into a new guaranty contract (Tariff Sheet No. 9.400 or 9.410) for the new service address.

#### T BILLING

# 7.1 Milling Periods

- 7.11 Engelar Bills. Regular bills for service will be rendered monthly. Bills are due when tendered and shall be considered as received by the Contour when delivered or mailed to the service address or some other place mutually agreed upon.
- T12 Promised Bill. If the billing period is less than 23 days or more than 33 days, the bill will be promised pursuant to F.S. 360.08(1) (b). A billing period that exceeds 33 days will be calculated as a separate standard billing period as referenced in section 7.13 of FPL's German Rule and Regulations Tarriff. A separate bill calculation for the committing kWh consemption with begin with the application of the lower transfer and Should service be discremented within less than a mounts from date of correction, the amount billion to be less than the regular mountly maximum bill.
- 7.13 Mergh. As used in these Rules and Regulations, a month is an interval between successive regular mater reading dates, which interval may be 30 days, more or less.

(Continues on Short No. 6,052)

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

Effective: June 5,2917

Third Revised Sheet No. 6.052 Cancels Second Sheet No. 6.052

(Continues from Sheet No. 6.051)

#### 7.14 Budget Billing.

7.14.1 Residential. Any residential Customer who has no delinquent balances with the Company is eligible to participate in the Budget Billing Plan described below for RS-1 rate billings. A Customer may terminate participation in the Budget Billing Plan at any time and may be terminated from the Budget Billing Plan by FPL if the Contomer becomes subject to collection action on this service account. Once a Customer's participation in the Budget Billing Plan has terminated beide may not region the Budget Billing Plan for twelve (12) months following the date of termination. Each eligible Customer not on this Budget Billing Plan will be notified annually of its availability.

Under the Budget Billing Plan, a Costomer is billed monthly on a lovelized consumption basis rather than on the basis of current consumption. The levelized amount is determined by averaging the last 12 monthly billings for the premise, or the average of all available billing bistory, whichever is less, and applying the current RS-1 rate and appropriate adjustments. If the Costomer has not resided at the premise for 12 months, the Customer's monthly billings plus the previous squarks billings will be used. Any difference between the levelized amount and the regular bill amount is added to a deferred balance. The current levelized amount is adjusted owth month by adding the deferred balance adjustment, which is calculated by dividing the current deferred balance total by 12. The levelized amount, plus the deferred balance adjustment, constitutes the current month's Budget Billing amount. Costomers on the Budget Billing Plan will receive the following information on their monthly bill: current consumption and associated charges, the total budget bill charge, and the current deferred balance. For any Customer that requires a reissuance of their bill for any reason, the Budget Billing calculation in offset at the time of russuance shall apply.

If the Customer's participation in the Badget Billing Plan is terminated, any amount in the deferred balance which the Customer owes to FPL will be billed to the Customer according to the turns of Section 7.9; any amount in the deferred balance which is owed to the Customer will be credited against any outstanding billed amounts, and any remaining balance will be credited against the Customer's future billings or returned upon request. Customers who transfer the location of their service account within FPL's service area will have the debit or credit balance transferred to the new service address.

7.14.2 Non-residential. Any GS-1 or GSD-1 Customer who has no definiquent balances and has been at the same location for 12 consecutive ments with the Company is digible to participate in the Budget Billing Plan described below for GS-1 and GSD-1 rate billings. However, GS-1 or GSD-1 Customers that rent electrical facilities from the Company under a Facility Rantal Service Agreement will not be eligible to participate in this Budget Billing Plan. Additionally, GSD-1 customers taking service under the Seasonal Demand Time of Use Rider will not be eligible to participate in the Budget Billing Plan. A Customer may terminate participation in the Budget Billing Plan at any time and may be terminated from the Budget Billing Plan by FPI. If the Customer becomes subject to collection section on this service account. Once a Customer's participation in the Budget Billing Plan has terminated he she may not rejoin the Budget Billing Plan for twelve (12) months following the date of termination. Each eligible Customer not on this Budget Billing Plan will be notified annually of its availability.

Under the Budget Bill Plan, a Customer is talled monthly on a levelated consumption basis rather than on the basis of current consumption. The levelated amount is determined by averaging the last 12 monthly billings for the premise and applying the current GS-1 or GSD-1 rate and appropriate adjustments. If the Customer has not received electric service at the premise for 12 consecutive months, the Customer is not digitle to participate in the program. Any difference between the levelaced amount and the regular bill amount to added to a definited bilance. The current levelaced amount is adjusted each month by adding the defined bilance adjustment, which is calculated by deciding the current definited bilance total by 12. The levelaced amount, plan the defined bilance adjustment, constitute the corrent monthly likely amount. Constitute the correct monthly level tolling amount. Constitute the first bill require and associated charges, the total budget bill charge, and the curredative defined bilance. For any Customer that requires a ressource of their bill for any reason, the footal budget billing calculation in effect at the time of registrating shall apply.

If the Customer's participation in the Budger Bill Plan is terminated either at the request of the Customer or the Company, or as a result of termination of this Bidger Billing Plan, sity amount in the deferred balance which the Customer owes to FPI, will be billed to the Customer according to the forms of Section 7.9, any amount in the deferred balance which is owed to the Contoner will be credited against any estimating billing amounts and any remaining balance will be credited against the Customer's fature billings or returned upon request. Customers who transfer the Sociation of their service account within FPI,'s service area will have the debit or credit balance transferred to the new service address.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Eleventh Revised Sheet No. 6.060 Cancels Tenth Revised Sheet No. 6.060

- 7.2 Non-Recept of Bills. Non-receipt of bills by the Customer shall not release or diminish the obligation of the Customer with respect to payment thereof.
- 7.3 Endence of Consumption. When service used is measured by meters, the Company's accounts thereof shall be accepted and received at all times, places and courts as prime facine evidence of the quantity of electricity used by the Castomer unless it is established that the meter is not accurate within the limits specified by the Commission.
- 7.4 Application of Rate Schedules. Electric service will be measured by a single metering installation for each point of delivery. The Company will establish one point of delivery for each Customer and calculate the bill accordingly. Two or more points of delivery shall be considered as separate services and bills separately calculated for each point of delivery.
- The Company may adjust the measured kilowatt-demand (kwd) of a Customer to compensate for registration of an abnormal-demand level due to testing of electrically-operated equipment prior to general operation provided that the Customer contacts the Company in advance and schedules the testing at a manually agreed upon time.
- 7.5 Cotional Rate. Where a Customer is eligible to take service at a given location under one of two or more optional rate schedules, the Company will, on request, assist in the selection of the most advantageous rate on an armual basis. If the Customer applies for acother applicable schedule and if available, the Company will bill on such elected schedule as soon as practicable. However, a Customer having made such a charge of rate may not make another charge until an interval of twelve (12) morths has elapsed.
- To Taxon and Charges. All of the Company's rates, including minimum and demand charges and service guarantees, are dependent upon Federal, State, County, Musicipal, District, and other Governmental taxon, license fees or offer impositions, and may be increased or a surcharge added if and when the cost per kilowatt hour, or per Customer, or per unit of demand or other applicable unit of charge, is increased because of an increase in any or all such toxon, license fees or other impositions. A franchise charge shall be added to the talls of all Florida Public Service Commission jurisdictional customers, as determined by the funchise agreements between Florida Power & Light Company and governmental authorities. The charge shall be computed as a percentage of the bill for courge including fost delivered within the function payment to that specified governmental authority in which the Customer's account is located, plus adjustment for the atomic function payment to that specified governmental authority in which the Customer's account is located, plus adjustment for the grows account in the regulatory essessment for, and shalf be connected at least annually fix any differences between the actual collectors and actual poyments.

#### 7.7 Disconnection and Reconnection of Service

- L21 Disconnection of Service. When discontinuing electric service, Customers should rentify the Company at least one (1) business day prior to the requested discontinuation date. Customers are responsible for all electric service used on the premise until retice is received and the Company has had a quasoriable time to discontinue service. A billing address should be provided to the Company for remaine of the final billing statement and/or deposit refinal. When a Customer orders service discontinued, the Company may ask the Customer to open the main witch upon viscating the premises. This will allow the use of electric service until the time of departure and will inside that no energy is used or charges accrue after the Customer leaves. As convenient, a Company employee will visit the premises to read the mater.
- 2.72 Recompection of Service. A Customer who reconnects service by closing the switch should give immediate notice thereof to the Company so that proper records may be maintained. Should the Customer neglect to give such notice, the Company's representative will note the reconnection and it will be recorded as of the date when the switch was closed. If this date cannot be readily determined, reconnection shall be recorded as of the preceding meter reading date.
- 7.8 Charge of Cocupancy. When a charge of occupancy takes place on any primises supplied by the Company with electric service, notice shall be given to the Company not less than one (1) business day point to the date of charge. The congering party will be held responsible for all electric service used on such primises until such notice is received and the Company has had a reasonable time to discontinue service. However, if such notice has not been received by the Company prior to the date of charge, the accepted application of the succeeding occupant for the electric service will automatically terminate the prior accepted.
- 7.9 Deliminent Bills. Bills are the when rendered and become defination if not paid selfain twenty (20) days from the mailing or delivery date. Thereafter, following five (3) working days' written notice, service may be thecontinued and the deposet applied toward settlement of the bill. For purposes of this subsection, "working days" means any day on which the Company's business offices are open and the U.S. Mail is delivered.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Sixth Revised Sheet No. 6.061 Cancels Fifth Revised Sheet No. 6.061

#### 8. METERS

- 6.1 Location of Meters, The Company will determine the location of and install and properly maintain at its own expense such standard meter or meters and instering equipment as may be necessary to measure the electric service used by the Customer. The Customer will keep the meter focation close of obstructions at all times in order that the meter may be road and the metering equipment may be insufficient of a replaced. If a Customer negacities a different location for meter placement from that designated by the Company on initial application for service and the Company agrees that the different location is acceptable to the Company, the Customer shall pay the incremental cost of initialities the meter at the different location. If an existing Customer requests relocation of an existing initialled meter and the Company agrees that the different location is acceptable to the Company, the existing Customer shall pay the incommental cost of relocating the meter at the different location.
- 8.2 Setting and Retropring Meters. None but thaty authorized agents of the Company or persons authorized by law shall set or remove, turn on or turn off, or make any changes which will affect the accuracy of such meters. Connections to the Company's system are to be made only by its employees or duly authorized agents of the company.
- 8.3 Investigation of Unauthorized Use / Tampering with Meters. Title to motors and metering equipment shall be and remain in the Company. Unauthorized connections to, or tampering with the Company's meter or meters, meter seals, or metring equipment or indications or ovidence thereof, subjects the Customer to immediate discontinuance of service, prosecution under the laws of Florida, adjustment of prior bills for services rendered, a tampering penalty of \$300.00 for residential and non-demand general service customers and \$2,500.00 for all other customers, and highly for reimbursement to the Company for all extra expenses incurred on this account as a usual thereof. The reimbursement for extra expenses incurred as a result of the investigation or as a result thereof shall be the actual earount of such extra expenses, and shall be in addition to any charges for service readered or charges for restoration of service as provided elsewhere in these rules.
- 8.4 Motor Tests. The Company employs every practicable means to maintain the commercial accuracy of its meters. Meter tests, and billing adaptments for inaccurate meters, are in accordance with the methods and procedure prescribed by the Florida Public Service Communical.
- 8.5 Failure of Mose. When a mone fails, or part or all of the metering equipment is destroyed, billing will be estimated based upon available data.

# 9 SERVICE STANDARDS

These "General Rules and Regulations for Electric Service" include, by reference, the torons and provisions of the Company's currently effective "Electric Service Standards" on file with the Florida Public Service Commission and is available on request. The "Standards" on primarily concerned with the electrical facilities and related equipment prior to installation and use. They explain the general character of electric service supplied, the meters, and other devices famished by the Company, and the wiring and apparatus provided and installed by the Customer. The Standards servic as a guide to architects, originary, electrical dealers and contractors in planning, installing repairing or convexing electrical installishors.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fifteenth Revised Sheet No. 6.080 Cancels Fourteenth Revised Sheet No. 6.080

#### INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES TO SERVE RESIDENTIAL CUSTOMERS

#### SECTION 10.1 DEFINITIONS

The following words and terms, when used in Section 10, shall have the meaning indicated:

APPLICANT - Any person, perturnish, association, corporation, or governmental agency controlling or responsible for the development of a new miskington or dwelling unit who applies for the underground installation of distribution facilities.

BACKDONE - The distribution system excluding feeder and that portion of the service lateral which is on the lot being served by that service lateral

BUILDING - Any structure designed for residential occupancy, excluding a townhouse unit, which comains less than five individual dwelling areas.

<u>CABLE IS CONDELLY SYSTEM</u> - Underground residential distribution systems where all underground primary, accordary, service and street light conductors are installed in direct buried conduit. Other facilities associated with cable in conduit, such as transformers, may be above ground.

COMMISSION. The Florida Public Service Commission.

COMPANY - The Florida Power & Light Company

DISTRIBUTION SYSTEM. Electric service facilities consisting of primary and accordary conductors, service laterals, conductor, transformers, and necessary accessories and appeartmentes for the farmshing of electric power at uniform voltage.

<u>DWELLING UNIT</u> — A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

FEEDER MAIN. A three-planse primary installation, including switches, which serves as a source for primary laterals and loops through satisfale overcurrent devices.

FINAL GRADE - The ultimate elevation of the ground, paved or unpaved, which will prevail in a subdivision or tract of and.

MOBILE HOME (TRAILER). A vehicle or conveyance, permanently apapped to travel upon the public highways, that is used either temporarily or permanently as a residence or living quarters.

MELTIPLE-OCCUPANCY BUILDING - A structure erected and framed of component structural parts and designed to centain five or nace individual dwelling units.

<u>OVERHEAD SYSTEM</u> - Distribution system consisting of primary, secondary and service conductors and serial transformers supported by poles

<u>POINT OF DELIVERY</u>. The geographical and physical location at which the Company's wires or apparatus are commuted to deliver service to the Customer. The point where the Customer assumes responsibility for further delivery and use of the energy. See Section 10.2.11.

PRIMARY LATERAL. That put of the electric distribution system whose function is to conduct electricity at the primary level from the feeder mean to the transformers. It usually consists of a single-place conductor or insulated cable, with conduit, together with necessary accessory equipment for supporting, terminaling and discounsesting from the primary mains by a flasible element.

SERVICE LATERAL. The entire length of underground service conductors and conduit between the distribution scorce, including any risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the Service Entrance Conductors in a terminal or meter box outside the building wall.

SERVEE INTRANCE CONDUCTORS - The Customer's conductors from point of connection at the service deep or service lateral to the service equipment.

(Continued on Short No. 6.085)

Issued by: Tiffany Coben, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January:1, 2822

Third Revised Sheet No. 6.085 Cancels Second Revised Sheet No. 6.085

(Continued from Sheet No. 6,680) SUBDIVISION - The tract of land which is divided into five or more building lots or upon which five or more separate dwelling units are to be located, or the land on which is to be constructed new multiple-occupancy buildings. TOWNHOUSE - A one-family dwelling unit of a group such that units are separated only by fire walls. Each townhouse unit shall be constructed upon a separate lot and serviced with separate utilities and shall otherwise be independent of one another. TUG - An acronym formed from the term Temporary Under Ground used to describe the temporary condition in which a building's permanent underground FPL service lateral is utilized to provide electric service to that building during its construction.

lound by: S. E. Romig, Director, Rates and Tariffs Effective: September 20, 2005

Eighteenth Revised Sheet No. 6.090 Cancels Seventeenth Revised Sheet No. 6.090

#### SECTION 10.2 GENERAL

#### 10.2.1. Application

Underground electric distribution facilities are offered in lieu of overhead facilities in accordance with these Rules and

- 윊
- New Residential Subdivisions and Developments New Service Laterals from Overhead Systems. Replacement of Existing Overhead and Underground Service Laterals. oli
- New Multiple-Occupancy Residential Buildings.

#### 10.22 Early Notification and Coordination

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. Close coordination is necessary throughout the planning and construction stages by the Company, the suchitect, the builder, the subcontractors and the consulting engineer to avoid delines and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant paying any additional costs incurred by the Company.

 Changes to Plans, Layout or Grade
 The Applicant shall pay for any additional costs imposed on the Company by Applicant including, but not limited to,
 The Applicant shall pay for any additional costs imposed on the Company by Applicant including, but not limited to,
 engineering design, administration and relocation expenses, due to changes made subsequent to the agreement in the subdivision or development layout or final grade.

#### 10.24

Underground Installations Not Covered

Where the Applicant requests or governmental ordinance mandates underground electric facilities including -but not limited to - three phase primary feeder mains, transformers, pedestal mounted terminals, switching equipment, meter cabinets, service laterals or other electric facilities not specifically covered by these Rules and Regulations and where overhead facilities would otherwise be provided, the Applicant shall pay the Company the differential installed cost between the underground facilities and the equivalent overhead facilities as calculated by the Company. The Applicant shall also provide necessary rights of way and easements as given in Section 10.2.7.

10.2.5. Type of System Provided The costs quoted in these rules are for underground residential distribution service latently, secondary and primary conductors of standard Company design with cable in conduits and above-geate appartenances. Unless otherwise stated, service provided will be 120/240 volt, single phase. If other types of facilities other than standard Company design are requested by the Applicant or required by governmental authority, the Applicant will pay the additional costs, as calculated by the Company, if any

# 10.26 Design and Ownership

The Company will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service.

10.2.7. <u>Hathts of Way and Expensents</u>.
The Applicant shall record and famish satisfactory rights of way and easements, including legal descriptions of such properties. the Applicant shall survey work resociated with producing legal descriptors of such elsements, incoments, in construction of such elsements, in required by and at no cost to the Company prior to the Company intesting construction. Before the Company will start construction, these rights of way and essements must be cleared by the Applicant of trees, tree stumps and other obstructions that conflict with construction, staked to show property corners and sarvey control points, graded to within six inches of final grade, with soil stabilized. In addition, the Applicant shall provide staken showing final grade along the essement. Such clearing and grading must be maintained by the Applicant during construction by the unlifty.

10.2.8. Contributions and Credits
The Applicant shall pay the required contribution upon receipt of written notification from the Company. No utility construction shall commence peur to execution of the Underground Enterthalian Facilities Installation Agreement set. forth in Tariff Sheet Nos. 9:700, 9:701 and 9:702 and payment in full of the entire contribution. Where, by mutual agreement, the Applicant performs any of the work normally performed by the Company, the Applicant shall receive a credit for such work in accordance with the credit amounts contained herein, provided that the work is in accordance with Company specifications. Such credit shall not exceed the total differential costs. The credit will be granted after the work has been impected by the Company and, in the case of Applicant-installed conduit, after the applicable conductors have been installed.

(Continued on Sheet No. 6,095)

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

Effective: September 30, 2010

Twenty-Eighth Revised Sheet No. 6,095 Cancels Twenty-Seventh Revised Sheet No. 6,095

# (Continued from Sheet No. 6.090)

# 10.2.8.1 Credit for TUGs

If the Applicant installs the permanent electric service entrance such that FPL's service lateral can be subsequently installed and utilized to provide that building's construction service, the Applicant shall receive a credit in the amount of \$81.44 per service lateral, subject to the following requirements:

- a) TUGs must be inspected and approved by the local inspecting authority.
- b) All service laterals within the subdivision must be installed as TUGs.
- c) FPL must be able to install the service lateral, energize the service lateral, and set the noter to energize the load side of the meter can, all in a single trip. Subsequent visits other than routine maintenance or meter routings will void the credit.
- d) Thereafter, acceptance and receipt of service by the Customer shall constitute certification that the Customer has met all inspection requirements, complied with all applicable codes and rules and, subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company — Governmental, FPL a General Rules and Regulations, the Customer releases, holds harmless and agrees to indemnify the Company from and against loss or liability in connection with the provision of electrical services to or through such Customer-owned electrical installations.
- e) The Applicant shall be held responsible for all electric service used until the account is established in the succeeding occupant's name

This credit applies only when FPI, installs the service + it does not apply when the applicant installs the service conduits, or the service conduits and cable.

## 10.2.9 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maintenance their accessibility for maintenance and operation. The Applicant shall provide accessible locations for meters when the design of a dwelling unit or its appartenances limits perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

# 10.2.10. Special Conditions

The costs quoted in these rules are bissed on conditions which permit employment of rapid construction techniques. The Applicant shall be responsible for necessary additional hand digging expenses other than what is normally provided by the Company. The Applicant is responsible for clearing, compacting, boulder and large rock removal, stamp removal, paving, and addressing other special conditions. Should paving, grass, landscaping or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching and backfilling and be responsible for restoration of property damaged to accommodate the installation of underground facilities.

# 10.2.11. Point of Delivery

The point of delivery shall be determined by the Company. When a location for a point of delivery different from that designated by the Company is requested by the Applicant, and approved by the Company, the Applicant shall pay the additional cost in excess of that which would have been meanted to reach the point of delivery designated by the Company. The estimated full cost of service lateral length, including labor and materials, required in excess of that which would have been needed to reach the Company's designated point of service. The additional cost per trench foot is \$3.98. Where an existing transh is utilized, the additional cost per trench foot is \$3.24. Where the Applicant provides the trenching, installs Company provided conduit according to Company specifications and backfilling, the cost per additional trench foot is \$2.26. Any point of delivery change requested by the Applicant shall conform to good safety and construction practices as determined by the Company. Service laterals shall be installed, where possible, in a direct line to the point of delivery.

(Continued on Sheet No. 6 096)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Third Revised Sheet No. 6.096 Cancels Second Revised Sheet No. 6.096

(Continued from Short No. 6.095)

# 10.2.12. Location of Meter and Downpipe

The Applicant shall install a meter enclosure and downgipe to accommodate the Company's service lateral conductors at the point designated by the Company. These facilities will be installed in accordance with the Company's specifications and all applicable codes.

# 10.2.13. Relocation or Removal of Existing Facilities

If the Company is required to relocate or remove coating facilities in the implementation of these Rules, all costs thereof shall be borne exclusively by the Applicant, as follows:

- a) For removal of existing facilities, these costs will include the costs of removal, the in-place value (less salvage) of the facilities so removed and any additional costs due to existing landscaping, pavement or unusual conditions.
- b) For relocation of existing facilities, these costs will include the costs of relocation of reusable equipment, costs of removal of equipment that cannot be reused, costs of installation of new equipment, and any additional costs due to existing landscaping, pavement or unusual conditions.

# 10.2.14. Development of Subdivisions

The Tarriff charges are based on reasonably full use of the land being developed. Where the Company is required to construct underground electric flacilities through a section or sections of the subdivision or development where full use of flacilities in determined by the Company, will not be experienced for at least two years, the Company may require a deposit from the Applicant before construction is commerced. This deposit, to guarantee performance, will be based on the estimated total cost of such facilities rather than the differential cost. The amount of the deposit, without interest, less any required contributions will be returned to the Applicant on a pro-rate basis at quarterly intervals on the basis of installations to new customers. Any portion of such deposit remaining unrefunded, after five years from the date the Company is first ready to render service from the extension, will be returned by the Company.

# 10.2.15. Service Lateral Conductor

All residential Tariff charges are based on a single service conductor installed in a single 2 inch conduit, limited to a maximum size of 40 aluminum. All parallel services, or any single services requiring service conductor larger than 40 aluminum, require additional charges determined by specific cost estimate.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirty-Eighth Revised Sheet No. 6.100 Cancels Thirty-Seventh Revised Sheet No. 6.100

	Availability									
10.31	Acceptance: When requested by the Applicant, the Company will provide underground ele- occupancy buildings, in accordance with its standard practices in:	etac é	Astabution facilities, other than for multiple							
	Recognized new residential subdivision of five or more building lots.     Tracts of land upon which five or more separate dwelling units are to be local.	od.								
	For anichemial buildings committing five or soore dwelling such, see SECTEON 10 $$	o of t	firme Robes							
10.3.2	Contribution by Applicant  a) The Applicant shall pay the Computy the average differential cost for single phase residential undergooml distribution service based on the manther of service laterals required or the manther of dwelling units, as follows:  Applicant's Contribution									
	<ol> <li>Where density is 6.0 or more dwelling units persone:</li> </ol>	.000	INAACHROSEI							
	<ol> <li>Buildings that do not exceed five units, towerboxies, and mobile homes—per service/attral.</li> </ol>	*	0.00							
	Mobile homes having Customer-owned services from meter center installed adjacent to the EPL primary trenchroute - per dwelling unit	٠	8:00							
	<ol> <li>Where density is 0.5 or greater, but less than 6.0 dwelling units per aure.</li> <li>Buildings that do not owned four units, townbosses, and mobile</li> </ol>									
	homes — per servicefatoral  3. Where the density is less than 0.5 dwelling units per acre, or the Diambur		0.00							
	individual cost estimates will be used to determine the differential cost as specified in Puragraph 10.2.5.									
	Additional charges specified in Paragraphs 10.2.10 and 10.2.11 may also apply.									
	b) The above costs are based upon amargaments that well porner serving the local underground distribution subdivision from overfinal feeder mates. If feeder mate within the subdivision are destruct recessery by the artifor maintain adequate service and one ocquired by the Applicant or a governmental agency to be insta Applicant shall pay the Company the average differential cost between such underground feeder mains want squared-out overfined feeder mans, at follows:									
			Applicant's Contribution							
	Cost per foot of feeder trench within the subdivision (excluding switches)		\$13.31							
	Cost per above ground padmounted switch package		\$29,911.04							
	(Continued on Sheet No. 6.110)									

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

# FLORIDA DOWED & LICHT COMPANY

Thirty-Seventh Revised Shret No. 6.110

FLORII	)Al	POWER & LIGHT COMPANY	Cancels Thirty-Sixth Revised Sheet No. 6.1.
		(Continued from Sheet No	£6100)
	c)	Where primary laterals are needed to cross open areas such water retention areas, the Applicant shall pay the average di	
		Cost per foot of primary lateral trench within the subdis	inion
(I) 10.3.3. Ci (ii)		1) Single Phese - per foot	\$2.00
		2) Two Phase - per foot	54.39
		3) Three Phase - per foot	\$6.27
	d)	For requests for service where underground facilities to the was previously paid for these facilities, the cost to install an follows:	
		Density less than 6.0 dwelling units persone	\$476.61
		Density 6.0 or greater dwelling units per scre:	\$353.76
10.3.3.	Co	ntribution Adjustments	
	ii)	Credits will be allowed to the Applicant's contribution in Se the Applicant provides all trenching and backfilling for the feeder.	
			Credit to Applicant's Contribution
		Where density is 6 0 or more dwelling units per scre	Backbone Service
		<ol> <li>Buildings that do not exceed four units, townhouses, and mobile houses.</li> </ol>	Committee of the commit
		- per service lateral.	\$202.48 \$212.56
		1.2 Mobile homes having Customer-owned services from moter center installed adjacent to the FFL primary trenchroute - per dwelling unit.	\$167.44 N/A
		<ol> <li>Where density is 0.5 or greater, but less than 6.0 dwelling units per acre:</li> </ol>	
		Buildings that do not exceed four units, townhouses, and mobile homes	
		- per service lateral	\$335.37 \$297.58
	10	Credits will be allowed to the Applicant's contribution in Se Applicant installs all Company-provided conduit excluding	
		1. Where density is 6.0 or more dwelling units per scre:	Backbone Service
		1.1 Buildings that do not exceed four units,	
		townbouses, and mobile homes	
		- per service lateral	\$84.25 \$65.15
		(Continued on Sheet No	6.115)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

2

Twenty-Fifth Revised Sheet No. 6.115 Cancels Twenty-Fourth Revised Sheet No. 6.115

45	COMM	nued	irem	20000	UNO.	0.11	10)	
3.1			41,41100	0.00	7.00,180	77.70		

		Credit to Applicant's Contribution	
		Backbone	Service
1.2	Mobile homes having Customer-owned services from mater center installed adjacent to the FPL primary trenchroute - per dwelling unit.	\$68.71	N/A
	nere density is .5 or greater, but less than ) dwelling units per nere, per service lateral.	\$135.03	\$79.81

- c) Credits will be allowed to the Applicant's contribution in Section 10.3.2 where, by mutual agreement, the Applicant provides a portion of trenching and backfilling for the Company's facilities, per fact of trench— \$4.72.
- d) Credits will be allowed to the Applicant's contribution in section 10.3.2 where, by mutual agreement, the Applicant installs a portion of Company-provided PVC conduit, per FPL instructions (per foot of conduit): 2° PVC > \$0.81; larger than 2° PVC - \$1.14.
- Credit will be allowed to the Applicant's contribution in section 10.3.2, where, by mutual agreement, the Applicant installs an FPL-provided feeder splice box, per FPL instructions, per box - \$902.36.
- Credit will be allowed to the Applicant's contribution in section 10.3.2., where, by mutual agreement, the Applicant installs an FPL-procided primary splice box, per FPL instructions, per box - \$315.99.
- g) Credit will be allowed to the Applicant's contribution in section 10.3.2, where, by mutual agreement, the Applicant installs an FPL-provided secondary connection ("handhole"), per FPL instructions, per handhole: s m a 11 handhole - \$29.32, intermediate handhole; -\$83.07, large/all-concrete handhole - \$315.99.
- Credit will be allowed to the Applicant's contribution in section 10.3.2., where, by mutual agreement, the Applicant installs an FPL-provided concrete pad for a pad-recursted transformer or especitor bank, per FPL instructions, per pad - \$81.44.
- Credit will be allowed to the Applicant's contribution in Section 10.3.2, where, by mutual agreement, the Applicant installs a portion of Company-provided flexible HDPE conduit, per FPL instructions (per foot of conduit): \$0.16.
- j) Credit will be allowed to the Applicant's contribution in Section 10.3.2, where, by mutual agreement, the Applicant installs on FPL-provided concrete pad and cable chamber for a pad-mounted feeder switch, per pad and cable chamber - \$767.16.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirty-Seventh Revised Sheet No. 6.120 Cancels Thirty-Sixth Revised Sheet No. 6.120

# SECTION 10.4 UNDERGROUND SERVICE LATERALS FROM OVERHEAD ELECTRIC DISTRIBUTION SYSTEMS

10.4.1. New Underground Service Laterals

When requested by the Applicant, the Company will install underground service laterals from overhead systems to newly constructed residential buildings containing less than five separate dwelling units.

10.4.2. Contribution by Applicant

 The Applicant shall pay the Company the following differential cost between an overhead service and an underground service lateral, as follows:

Applicants Contribution

1. For any density:

Buildings that do not exceed four units, townhouses, and mobile homes

a) per service lateral (includes service riser installation) 5873.54 b) per service lateral (from existing handhole or PMTX) 5476.61

2. For any density, the Company will provide a riser to a handhole at the base of apole \$879-50

Additional charges specified in Pringraphs 10.2.10 and 10.2.11 may also apply. Underground service or secondary extensions beyond the boundaries of the property being served will be subject to additional differential costs as determined by individual cost estimates.

# 10.4.3. Contribution Adjustments

 a) Credit will be allowed to the Applicant's contribution in Section 10.4.2 where, by mutual agreement, the Applicant provides trenching and backfilling for the Company's facilities. This creditis:

> Credit To Applicant's Contribution

1. For any density:

Buildings that do not exceed four units, townbouses, and mobile homes - per foot

54,72

(Commed on Sheet No. 6.125)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Twenty-Third Revised Sheet No. 6.125 Cancels Twenty-Second Revised Sheet No. 6.125

(Continued from Short No. 6 120)

- b) Credit will be allowed to the Applicant's contribution in Section 10.4.2, where, by mutual agreement, the Applicant installs Company-provided conduit, per FPL instructions, as follows:
  - 1. For any density:

Buildings that do not exceed four units, townhouses, and mobile homes

- per foot: 2° PVC \$0.81 Larger thin 2° PVC \$1.14

c) Credit will be allowed to the Applicant's contribution in Section 10.4.2, where, by mutual agreement, the Applicant requests the underground service to be installed as a TUG (subject to the conditions specified in Section 10.2.8.1), per service lateral, as follows:

1. For any density:

Buildings that do not exceed four units, townhouses, and mobile houses -per service lateral.

\$81.44

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirty-Fourth Revised Sheet No. 6.130 Cancels Thirty-Third Revised Sheet No. 6.130

## SECTION 10.5 UNDERGROUND SERVICE LATERALS REPLACING EXISTING RESIDENTIAL OVERHEAD AND UNDERGROUND SERVICES

10.5.1. <u>Applicability</u> When requested by the Applicant, the Company will install underground service laterals from existing systems as replacements for existing overhead and underground services to existing residential buildings containing less than five individual dwelling units.

# 10.5.2. Restroppersont of Service Entrance

The Applicant shall be responsible for any necessary rearranging of his existing electric service entrance facilities to accommodate the proposed underground service lateral in accordance with the Company's specifications.

10.5.3. Trenching and Conduit Installation.
The Applicant shall also provide, at no cost to the Company, a suitable trench, perform the backfilling and any landscape, powement or other similar repairs and install Company provided conduit according to Company specifications. When requested by the Applicant and approved by the Company, the Company may supply the trench and conduit and the Applicant shall pay for this work based on a specific cost estimate. Should powing, grass, landscaping or sprinkler systems need repair or replacement during construction, the Applicant shall be responsible for restoring the paving, grass, landscaping or sprinkler systems to the original condition.

# 10.5.4. Contribution by Applicant

 a) The charge per service lateral replacing an existing. Company-owned overhead service for any density shall be:

			Contribution
	1.	Where the Company provides an underground service lateral:	\$729.31
	2	Where the Company provides a riser to a handhole at the base of the pole	\$1,084.16
6)		charge per service lateral replacing an existing Company-owned orground service at Applicant's request for any density shall be	
	1,	Where the service is from an overhead system:	\$798.64
	2	Where the service is from an underground system	\$685.60
6)		charge per service knowl replacing an ecisting Castomer council degraced service from an overhead system for any density shall be:	\$524.65
(0		charge per service lateral replacing an existing Customer-owned orground service from an underground system for any density	

The above charges include conversion of the service lateral from the last FPL pole to the meter location. Removal of any other facilities such as pules, down guys, spans of secondary, etc. will be charged based on specific cost estimates for the requested additional work:

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Ninth Revised Sheet No. 6.140 Cancels Eighth Revised Sheet No. 6.140

# SECTION 18.4 UNDERGROUND SERVICE DISTRIBUTION FACILITIES TO MULTIPLE OCCUPANCY RESIDENTIAL BUILDINGS

## 10.6.1. Availability

Underground electric distribution facilities may be installed within the tract of land upon which multiple-occupancy residential buildings will be constructed.

# 10.6.2. Contribution by Applicant

When feeder mains on tracts of land upon which multiple-occupancy buildings will be constructed are deemed necessary by the Company to provide and/or maintain adequate service, an underground installation is requested by the Applicant, or required by a governmental agency having the authority so to do, the Applicant shall committee the differential costs provided in Section 10.3.2.b) and 10.3.3.c). There will be no contribution from the Applicant with respect to construction of underground distribution facilities other than feeder mains so long as the Company is free to construct such extensions in the most secondarion manner, and possenably full use is made of the facet of land upon which the multiple-occupancy residential buildings will be constructed. Other conditions will require special arrangements.

# 10.6.3. Responsibility of Applicant

The Applicant shall, at no cost to the Company:

- Furnish details and specifications of the proposed building or complex of buildings. The Company will use these in the design of the electric distribution facilities required to renderservice.
- Where the Company determines that transformers are to be located inside the building, the Applicant shall provide in accordance with Company specifications:
  - 3) The visible or visible recomming for the transformers and associated equipment.
  - The accessary recovery or conduit for the Company's supply cables from the ward or variable a suitable point five feet cutside the building in accordance with the Company's plans and specifications.
  - Conduits undemosts all buildings when required for the Company's supply cables. Such conduits shall extend a minimum of five feet beyond the edge of the buildings for joining to the Company's facilities.
  - The service entrance conductors and processes from the Applicant's service equipment to the designated point of delivery within the vasilt.
- Where the Company determines that transformers are to be located outside the building, the Applicant shall provide an accordance with Company specifications:
  - 1) The space for padrocented equipment at or more the building, and protective devices for such equipment, if required.
  - The service entrance conductors and moreover from the Applicant's service equipment to the point of delivery designated by the Company at or near thebuilding.
  - Conduits underneath all buildings when required for the Company's supply cables. Such conduits shall extend five feet beyond the edge of the buildings for joining to the Company's facilities.
- Provide proper essements, including the right of ingress and oguess for the installation, operation and maintenance of the Company's facilities.
- Ensure that the metering anchoruses are appropriately marked with the same alphabetic or numeric designation used to identify the service address. Such markings shall be of a permanent nature.

# 10.6.4 Responsibility of the Company

The Company will:

 Frontde the Applicant with the Company's plans to supply the proposed building or complex of buildings, and specifications for the facilities to be provided by the Applicant.

(Cintinued on Short No. 6 150)

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

Effective: March 7, 2003

First Revised Sheet No. 6.150 Cancels Original Sheet No. 6.150

(Continued from Short No. 6.140)

- b) Furnish and install the primary or secondary conductors from existing or proposed facilities adjoining the property to the point of delivery, together with the ducts, if required, existed the building.
- Furnish and install the accessing transformers and associated equipment located either outside the building or in the vault or vaults within the building.
- d) Be solely responsible for the installation, operation and maintenance of all of its facilities.

# 10.65 Service Voltages

The Company will supply service at one of the several secondary voltages available as mutually agreed upon between the Applicant and the Company.

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

Effective: March 7,2003

Original Short No. 6.199

#### 11.0 INSTALLATION OF NEW OR UPGRADED FACILITIES

## SECTION 11.1 GENERAL

In accordance with F.A.C. Rule 25-6.064 this tariff section applies to requests for new or upgraded facilities. Nothing herein shall after the charges or provisions outlined in sections 10 and 13 of this tariff.

An Applicant can be any person, corporation, or entity capable of complying with the requirements of this tariff that has made a request for new or upgraded facilities in accordance with this tariff.

# 11.1.1 CONTRIBUTION-IN-AID OF CONSTRUCTION (CIAC)

A CIAC shall be required from Applicants requesting new or approach facilities prior to construction of the requested facilities based on the formulas presented below.

(a) The CIAC for new or upgraded overhead facilities (CIACon) shall be calculated as follows:

CIAC<sub>ent</sub> = Total estimated work - Four years expected order job cost of incremental base installing the facilities energy revenue demand revenue, if applicable

- (i) The cost of the service drop and meter shall be excluded from the total estimated work order job sost for new overhead facilities.
- (ii) The net book value and cost of removal, net of the salvage value, for existing facilities shall be included in the total estimated work order job cost for apgrades to those existing facilities.
- (iii) The expected annual base energy and demand charge revenues shall be estimated for a period ending not more than 5 years after the new or apgraded facilities are placed in service.
- (iv)In no instance shall the CIAC out be less than zero
- (b) The CTAC for new or upgraded underground facilities (CTAC<sub>DD</sub>) shall be calculated as follows:

  CTAC<sub>DD</sub> = CTAC<sub>DB</sub> + Estimated difference between the cost of providing the service underground and overhead

# 11.1.2 CIAC True-Up

An Applicant may request a one-time review of a paid CIAC amount within 12 months following the inservice date of the new or upgraded facilities. Upon receiving a request, which must be in writing, the Company shall true-up the CIAC to reflect the actual construction costs and a revised estimate of base revenues. The revised estimate of base revisions shall be developed from the actual base revenues received at the time the request is made. If the time-up calculation result is different from the poid CIAC amount, the Company will either issue a refund or an invoice for this difference. This CIAC review is available only to an initial Applicant who peak the original full CIAC amount, not to any other Applicants who may be required to pay a provinta share in described in section 11.1.3.

(Continued on Short No. 6.200)

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

Effective: June 13,2007

Fourth Revised Sheet No. 6,200 Cancels Third Revised Sheet No. 6.200

(Continued from Sheet No. 6 199)

11.1.3 Proration of CIAC
CIAC is pro-ratible if more Applicants than the Initial Applicant are expected to be served by the new or upgraded facilities ("New Facilities") within the three-year period following the in-service date. The Company shall collect the full CIAC amount from the Initial Applicant. Thereafter, the Company shall collect, and pay to the Initial Applicant, a pro-rata share of the CIAC from each additional Applicant to be served from these New Facilities until the three-year period has expired, or until the number of Applicants served by the New Facilities equals the number originally expected to be served during the three-year period, whichever comes first. Any CLAC or pro-rata share amount due from an Applicant shall be paid prior to construction. For purposes of this tariff, the New Facilities' inservice date is defined as the date on which the New Facilities are installed and service is available to the Initial Applicant, as determined by the Company.

# SECTION 11.2 INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR NEW CONSTRUCTION

# 11.2.0 Distribution, System

Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

# 11.2.1 Application

This turiff section applies to all requests for underground electric distribution facilities where the facilities requested will constitute new construction, other than those requests covered by sections 10, 12 and 13 of this sariff. Any Applicant may submit a request as follows. Requests shall be in writing and must specify in detail the proposed facilities that the Applicant desires to be installed as underground electric distribution facilities in lieu of overhead electric distribution facilities. Upon receipt of a written request FTF, will determine the non-refundable deposit amount receiving to secure is binding cost estimate and notify the applicant of said amount. Where system integrity would be compromosed by the delay of a system improvement due to the time allowances specified below, said time allowances shall be reduced such that all terms and conditions of this tunff must be met 30 days prior to the date that construction must begin to allow the underground facility to be completed and operable to avert a system compromise

# 11.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution in aid-of-construction (CLAC) required for the installation of the requested underground distribution facilities in addition to any CIAC required for facilities extension, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Underground Distribution Facilities Installation Agreement. The CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Underground Distribution Facilities Installation Agreement and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

# 11.2.3 Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for a direct buried table in conduit underground electric distribution system shall be determined by multiplying the number of proposed trench feet for new underground electric distribution facilities to be installed by \$0.75. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CFAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Underground Distribution Facilities Installation Agreement. If the request for underground electric distribution facilities irredices less than 250 proposed trench feet then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

(Continued on Sheet No. 6 210)

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

Effective: Jone 13 2007.

Third Revised Sheet No. 6.219 Cancels Second Revised Sheet No. 6210

(Continued from Sheet No. 6,200)

#### 11.2.4 Non-Barding Cost Estimates

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. An Underground Distribution Facilities Installation Agreement may not be executed on the basis of a non-binding cost. estimate.

11.2.5 <u>Undergound Distribution Facilities Installation Agreement</u>
Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Undergonard Distribution Facilities Installation Agreement set forth in this teriff at Short Nov. 9.700, 9.701 and 9.702. The Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the Agreement and pay the CIAC specified in the agreement within the 180day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the psyment of a new deposit and the presentation of a new binding cost estimate. For good came FPL may extend the 180-day time limit, Upon execution of the Underground Distribution Facilities. Installation Agreement, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, FPL shall proceed to install the facilities identified in a timely manner.

# 1126

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Underground Distribution Facilities Installation Agreement, the Applicant shall provide to FFL and record, at no cost to FFL, all easements. including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by FPL to accommodate the requested undergovered facilities along with an opinion of title that the essentiate are radial. Failure to provide the ensurants in the manner set forth above written 100 days after delivery of the binding cost assimate to the Applicant shall result in the expiration of the bushing cost estimate, the assum of any CTAC paid, and the termination of any Underground Distribution Facilities Installation Agreement entered into between the Applicant and FPL. Before FPL will commence construction, those rights of way and eccentents, contained within the boundance of a development for which the undergound electric distribution facilities are to be installed for new service, shall he staled to show properly comers and survey control points, graded to within six inches of final grade, with soil stabilized, and also staked to show the final grade slong the easement.

#### 11.2.7 Early Notification and Coordination

In order for FPL to provide service when requested, it is necessary that the Applicant notify FPL during the early stages of major project planning. In matters requiring new service extensions close coordination is necessary throughout the planning and construction stages by FPL, the architect, the builder, the subcontractors and the consulting engineer to avoid delays and additional expense. Porticular attention must be given to the scheduling of the construction of proved most and the various ratigated contributions of the accord utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant being responsible for any additional costs incurred by FPL as a result of said failure.

#### 11.28 Changes to Plans, Larcost or Gorde

The Applicant shall pay for any additional costs incurred by FPL due to changes in the development layout or final grade made by the Applicant subsequent to the development byout or final grade information supplied to FPL for the preparation of the binding cost estimate.

#### 11.20 Location of Distribution Facilities

Undergoused distribution facilities will be located, as determined by FPL, to manuscretter accessibility for maintenance and operation. Where construction is for the purpose of new service the Applicant shall provide accessible locations for meters when the design of a building or its appartmances limit perpetual accessibility for studing, testing, or making necessary repairs and adjustments

# 11.2.10 Other Terms and Conditions

Through the execution of the Underground Distribution Facilities Installation Agreement found at Tariff Sheet Nos. 9.700, 9.701 and 9.702, the Applicant agrees to the following:

 The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to assentinodote the installation of underground distribution facilities,

(Continued on Sheet No. 6/220)

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

Effective: September 20, 2005

Second Revised Sheet No. 6.220 Cancels First Revised Sheet No. 6.220

# (Continued from Short No. 6 210)

- (b) subject to section 2.7 Indemnity to Company, or section 2.7! Indemnity to Company Governmental, FPL's General Rules and Regulations, the Applicant shall indemnify FPL from any claim, suit, or other proceeding. which seeks the restoration of, or repair of, or compensation for, property affected, duraged, or destroyed, to accommodate the installation of underground distribution facilities arraing from or brought as a result of the installation of underground distribution facilities;
- (c) the Applicant shall clear easements provided to FPL of trees, tree stamps and other obstructions that conflict with construction or installation of underground destribution facilities in a timely manner consistent with FPL's construction schedule.

# 11.2.11 Type of System Provided

An underground distribution system will be provided in accordance with FPL's current design and construction stierdards.

11.2.12 <u>Design and Ownership</u> FFL will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under these Rules will not convey to the Applicant any rights of ownership or right to specify FPL facilities utilized to provide service. The Applicant may, subject to a contractual agreement with FPL, construct and install all or a portion of the underground distribution facilities provided that:

- such work meets FPL's construction standards;
- b) FPL will own and maintain the completed distribution facilities;
- c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;
- d) the Applicant agrees to pay FPL's current applicable hourly rate for engineering personnel for all time spent reviewing and inspecting the Applicants work done; and
- e) the Applicant agrees to rectify any deficiencies found by FPL prior to the consection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to FPL's distribution system. Furthermore, the deficiencies must be corrected in a timely manner or FPL shall perform the construction using overhead facilities and the Applicant will be responsible for paying the cost of installing the overhead facilities and the cost of their removal before the corrected underground facilities will be connected.

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

Effective: December 2, 2004

Seventh Revised Sheet No. 6.300 Cancels Sixth Revised Sheet No. 6.300

#### INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR THE CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES

## SECTION 12.1 DEFINITIONS

APPLICANT - Any person, corporation, or entity capable of complying with the requirements of this familf that has made a written request for underground electric distribution facilities in accordance with this tariff.

CONVERSION - Any metallation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CLAC) - The CLAC to be paid by an Applicant under this tariff section shall be the result of the following formula:

- (DAC =

  1) The estimated cost to install the requested underground facilities;

  (a) The estimated cost to install the requested underground facilities;

  (DAC = 1)
  - 2) The estimated cost to remove the existing overhead facilities;
  - = 3) The not book value of the existing overhead facilities,\*
- 4) The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities");
- 5) The estimated salvage value of the existing overhead facilities to be removed,
- 6) The 30-year net present value of the estimated non-storm underground v. overflead operational costs differential,
   7) The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC").
- - 1 In calculating the Applicant's CIAC, elements 2, 3, and 5 of the CIAC formula above are to be excluded from CIAC. due from an applicant who submits an application providing a binding notification that said applicant intends to convert existing non-hardened everhead feeder facilities to underground fieder facilities.
  - 1 Linus 6 & 7 will be combined to calculate a per mile credit.

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service deeps, service latends, conditis, transformers and necessary accessories and appartenances for the furnishing of electric power at utilization voltage.

SERVEE FACILITIES. The critical fought of conductors between the distribution source, including any conduit and or risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the service. entrance conductors at a weatherbead, in a terminal, or meter box outside the building wall, the terminal or meter box, and theinoter.

(Commund on Sheet No. 6,301)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 6.301 Cancels Original Sheet No. 6.301

(Continued from Short No. 6:300)

# SECTION 12.2 GENERAL

12.2.1 <u>Application</u>

This turiff section applies to all requests for underground electric distribution facilities where the facilities requested will be substanted for existing overhead electric distribution facilities. Any perion, corporation, or entity capable of complying with the requirements of this turiff may solvent a request as follows. Requests shall be in writing and must specify in detail the overhead electric distribution facilities to be converted or the area to be served by underground electric distribution facilities in his of presently edesting eventual electric distribution facilities surving said area. Upon receipt of a written request, FPL will determine the feasibility of converting the costing facilities, any necessary revisions to this written request, and the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount.

12.2.2 Contribution in-Aid-Of-Construction (CIAC)

Upon the payment of a non-estimabile deposit by an Applicant, FPL shall prepare a busing cost estimate specifying the contribution in sid of construction (CIAC) required for the availation of the requested underground distribution facilities, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Underground Facilities Convenien Agreement. The CIAC amount to be collected pursuant to a busing cost estimate from an Applicant shall not be increased by more than 10 percent of the binding cost estimate to account for actual costs incurred in excess of the busing cost estimate. However, the CIAC may be subject to increase or refused if the project scope is enlarged or reduced at the impact of the Applicant, or the CIAC is found to have a material error prior to the continuous ment of construction. The busing cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Underground Facilities Conversion Agreement and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 130 days of delivery of the busing cost estimate to the Applicant by FPL.

(Continued as Sheet No. 6.310)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fourth Revised Sheet No. 6.310 Cancels Third Revised Sheet No. 6.310

(Continued from Sheet No. 6.301)

#### 12.7.3

Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for conversion to a direct buried cable in conduit underground electric distribution system shall be determined by multiplying the number of pole line feet of existing overhead electric distribution. facilities to be converted by \$1.20. The deposit must be paid to FFL to unitsite the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of on Underground Facilities Conversion Agreement. If the request for underground electric distribution facilities involves the conversion of less than 250 pole line feet of existing overhead facilities, then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply

# 12.2.4 Non-Finding Cost Estimates

Any person, sorpension, or entity may request a new binding soot estimate five of charge. The new binding soot estimate shall be an order of magnitude estimate to assist the requester in determining whether to go forward with a binding cost estimate. An Underground Excitities Convenion Agreement may not be executed on the basis of a non-binding cost estimate.

# 12.2.5 Underground Facilities Convention Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shell execute the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720. The applicable Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the applicable Agreement and pay the CIAC specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground finishties will require the payment of a new deposit and the presentation of a new hinking cost estimate. For good cause FPI, may extend the 180 day time limit. Upon execution of the Underground Facilities Conversion Agreement, payment in full of the CIAC specified in the leading test estimate, and compliance with the requirements of this twiff, FPL shall proceed to actives the facilities identified in a timely masser. However, new service enformicus, maintenance and reliability projects, and service meterations shall take precedence over facilities commission

# 12.2.6 Simultaneous Conversion of Other Pole Licensees

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Underground Facilities Conversion Agreement the Applicant shall have executed agreements with all affected prior Scensees (e.g. telephose, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide FPL with an executed copy of the Agreements). Such agreements shall specifically acknowledge that the affected pole licensees will coordinate their convenion with FPL and other licenses in a limity matter to as to not create unaccessary delays. Failure to present FPL with executed copies of my necessary agreements with affected pole licensees within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement entered into between the Applicant and FPL.

# 12.2.7 Emerorate

Before the instation of any project to provide underground electric distribution facilities pursuant to an Underground Facilities Convenion Agreement the Applicant shall provide FPL, at no cost to FPL, all-essements, including logal descriptions of such easements, and all survey work associated with producing legal descriptions of such easements, specified as necessary by FFL to accommodate the requested underground facilities along with an opinion of title that the easements are valid. sents in the manner set forth above within 180 days after the delivery of the building Failure to provide the case estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the Semination of any Underground Facilities Convention Agreement entered into between the Applicant and FPL.

(Cristiaued on Sheet No. 6:320)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fourth Revised Sheet No. 6.320 Cancels Third Revised Sheet No. 6.320

## (Continued from Short No. 6.330)

## 12.28 Affected Customer Services

The Applicant shall be responsible for the costs associated with any modifications to the service facilities of customers affected by the correction of FPL distribution facilities which are made necessary as a result of the conversion. The Applicant shall be responsible for arranging the conversion of affected residential overhead customer service facilities by providing, at no cost to EPL.

- a) my necessary rearranging of the customer's existing electric service extraine facilities to accommodate an underground service lateral through the use of a licemed electrical commoder, in accordance with all local ordinances, codes, and IPL specifications; and
- a suitable trench, install FPL provided conduit occording to FPL specifications to a point designated by FPL, and perform the backfilling and any landscape, pavement or other similar repairs

FPL shall be responsible for the installation of the service lateral cable, the cost of which shall be included in the Applicant's bracking cost estimate. In the event a customer does not office the Applicant to convert the customer's affected overhead, services, or the Applicant fails to comply with the above requirements in a tanely manner consistent with FPL's conversion construction schedule, then the Applicant shall pay FPL, in addition to the CLAC specified in the binding cost estimate, the costs associated with maintaining service to said customer through an overhead service drop. The cost for maintaining an overhead service drop from an underground system shall be:

- the sum of \$789 for residential dwellings containing less than five individual units; or,
- b) the estimated cost to maintain service for residential dwellings containing five or more individual units.

For existing residential underground service laterals affected by a conversion the Applicant shall be responsible for the trenching, backfilling and any landscape, powercust or other similar repairs and installation of FPL provided condust, according to FPL specifications, necessary to bring existing underground service laterals of affected customers to in FPL designated handsole or trensformer. FPL will install the necessary cable, the cost of which shall be included in the bending cost estimate. However, in the event that a customer owned service lateral fails on connection to the underground distribution system the customer will be responsible for the replacement of their service lateral or compliance with section 10.5 of FPL's taniff.

The Applicant's responsibilities for modifications to the service facilities of non-residential customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion will be specified in an attachment to any Underground Facilities Commission Agreement.

# 12:29 Other Terms and Conditions

Through the execution of the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 set forth in this tariff at Sheet No. 9.725 the Applicant agrees to the following:

- The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the austallation of underground distribution facilities and the removal of FPL's overhead distribution facilities;
- b) subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company Governmental, FPL's General Rules and Regulations, the Applicant shall indemnify FPL from any clasm, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to remove existing facilities or to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;
- c) the Applicant shall clear easements provided to FPL of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a tirsely manner consistent with FPL's construction schedule.

(Continued on Sheet No. 6.330)

Issued by: Tiffing Cohon, Senior Director, Regulatory Rates, Cod of Service and Systems

Third Revised Sheet No. 6.330 Cancels Second Revised Sheet No. 6.330

(Continued from Sheet No. 6:320)

# 12.2.10 Type of System Provided

An underground distribution system will be provided in accordance with FPL's current design and construction standards

# 12.2.11 Design and Ownership

FPL will design, testail, own, and mointain the electric distribution facilities up to the designated point of delivery except as otherwise noted. The Applicant may, subject to a contractual agreement with FPL, construct and install all or a portion of the underground distribution facilities provided that:

- a) such work meets FPL's construction standards;
- b) FPI, will own and maintain the completed distribution facilities;
- the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepuyers to ancur greater costs;
- d) the Applicant agrees to pay FPL's current applicable hourly rate for engineering personnel for all time spent for (i) reviewing and inspecting the Applicant's work done, and (ii) developing any separate cost estimate(s) that are either requested by the Applicant to reflect only FPL's portion of the work or are required by FPL to reflect both the Applicant's and FPL's portion of the work on a Underground Facilities Conversion Agreement, and
- the Applicant agrees to rectify any deficiencies found by FFL prior to the connection of any Customers to the underground electric distribution system and the removal of the overhead electric distribution facilities.

# 12.2.12 Relocation

Where underground electric facilities are requested as part of, or for the purpose of, relocation, the requirements of this tariff shall apply. As applicable, the Underground Facilities Conversion Agreement shall be executed as an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this tariff, the tariff shall control. Furthermore, where the regulations of the Federal or State Department of Transportation (DOT) prevent pre-payment of deposits and other convenien costs, the Federal or State DOT may pay the CLAC after the work has been performed.

Issued by: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Third Revised Sheet No. 6.400 Cancels Second Revised Sheet No. 6.400

#### SUPPLEMENT TO GENERAL BULES AND REGULATIONS FOR THE INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES TO NERVE SMALL GENERAL SERVICE/INDUSTRIAL CUSTOMERS

# SECTION 13.1 DEFINITIONS

The following week and terms, when used in Section 13 shall have the meaning indicated:

APPLICANT: Any person, perturnisip, association, corporation, or governmental agency that applies for the installation of underground distribution facilities to serve the electrical repriements of a new general service/industrial building.

BUILDING - Any structure designed for general service unhastral application.

<u>CABLE IN CONDUIT SYSTEM</u> - Underground distribution system where all underground primary, secondary, service and street light conductors are installed in direct based conduct. Other facilities associated with cable in conduct, such as transformers, may be above ground.

COMMISSION - The Florida Public Service Commission.

COMPANY - The Florida Power & Light Company. (FPL)

DISTRIBUTION SYSTEM. Electric service facilities consisting of primary and secondary combutors, service laterals, combute, transformers, anthrocessary accessories and appartenances for the flamishing of electric power at utilization voltage.

FEEDER MAIN. A three-place primary installation, including switches, which serves as a source for primary laterals and loops through suitable overcurrent devices:

FINAL GRADE. The ultimete devation of the ground, paved or unpowed, which will prevail in a tract of land.

LOOP - An Underground Primary Lateral having two sources of feed at the primary level.

OVERHIAD SYSTEM - Distribution system consisting of primary, secondary and service conductors and arrial transformer supported by poles.

POINT OF DELIVERY - The point where the Company's wires or apparatus are connected to those of the Customer. See Section 13.2.10.

PRIMARY LATERAL. That part of the electric distribution system where function is to conduct electricity at the primary level from the feeder main to the transformers serving the secondary street mains. It usually consists of one, two or three conductors of insulated cable in conduct, together with uncessary accessory engagement for suggesting, terminating and discouncing from the primary mains by a fluid belowment.

RADIAL - An Underground Francey Lahral having one aware of feel at the primary level.

<u>UNDERGROUND SERVICE FACILITIES</u>. The entire length of underground service conductors and associated equipment from the Applicant's properly line to the designated point of delivery.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 6.500 Cancels First Revised Sheet No. 6.500

## SECTION 13.2 UNDERGROUND DISTRIBUTION FACILITIES TO SMALL GENERAL SERVICE/INDUSTRIAL CUSTOMERS

# 13-2-1 Application

This tariff section applies to all requests for Underground Service Facilities made by small general service/industrial Applicants for new service as is specified below

- Must be a new general service/industrial installation served by transformer sizes of 100 KVA or less for single or two phase and 300 KVA or less for three phase, and
- b) Must be installed on the Applicant's property beginning at a point along the Applicant's property line and terminating at the Company's designated point of delivery.

The application of this tariff is in addition to and supplements the Company's other rules regarding extensions of facilities for service. An additional contribution-in-aid-of-construction may be required by those rules for extensions or installations of facilities necessary to accommodate a request for Underground Service Facilities made under this section.

# 13.2.2 Early Notification and Coordination

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning projects. Close coordination is necessary throughout the planning and construction stages by the Company, the architect, the backler, the subcontractors and theconsulting engineer to avoid delays and additional expense. Particular attention must be given to theseheduling of the construction of perced areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant poying any additional costs incurred by the Company as a result of said.

# 13.23 Changes to Plans, Layout or Grade

The Applicant shall pay for any additional costs imposed on the Company by Applicant due to changes made in the development layout or final grade subsequent to an agreement. These costs include, but are not limited to, engineering design, administration and relocation—expenses.

# 13.2.4 Type of System Provided

The costs spotted at these rules are for underground distribution printary recordary conductors in direct buried conduit with above-grade appurtenances of standard Company design, excluding throusover service. Throwover service availability and its cost are determined by the Company on an individual basis. Unless otherwise stated, service will be provided at single or two-phase 120/240 volts or, where available, three phase 120/208 volts or 277/480 volts.

# 13.2.5 Design and Ownership

The Company will design, install, own and maintain the electric distribution belifities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service.

(Continued on Sheet No.: 6.510)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Fourth Revised Sheet No. 6.510 Cancels Third Revised Sheet No. 6.510

(Continued from Sheet No. 6 500)

# 13.2.6 Rights of Way and Eastments

The Applicant shall record and farmsh satisfactory rights of way and assertents, including logal descriptions of such assertents and all survey work associated with producing logal descriptions of such casements, as required by and at no cost to the Company prior to the Company initiating construction. Bufore the Company will start constitution, those rights of way and essentents atmit be cleared by the Applicant of trees, too startings and other obstructions that conflict with construction, staked to show property content and survey control points, and graded to within six arches of final grade, with soil stabilized. In addition, the Applicant shall provide states showing final grade along the essential. Such clearing and grading must be maintained by the Applicant during construction by the stallity.

## 13.2.7 Contribution and Credits

The Applicant shall pay the required committees upon receipt of written notification from the Company. No utility construction shall commence prior to execution of the Underground Distribution Facilities installation Agreement set forth in Tariff Short Nos. 9 700, 9 701 and 9 702 and payment in full of the entire contribution. Where, by mutual agreement, the Applicant performs any of the work necessally performed by the Company, the Applicant shall receive a useful for such work in accordance with Company specifications. Such credits shall not exceed the total differential costs. The credit will be granted after the work has been imported by the Company and, in the case of Applicant-installed conduit, after the Company pulls all applicable conductors.

# 13 2 8 Location of Distribution Facilities

Underground distribution factifies will be located, as determined by the Company, to maximize their accessibility fix maintenance and operation. The Applicant shall provide accessible locations for meters and transformers when the design of a general service/inductioal building or its apportenances limit perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

## 13.2.9 Special Conditions

The costs quoted in these rules are based on conditions which permit employment of rapid construction techniques. The Applicant shall be cooperable for necessary additional hand digging expenses other than what is normally provided by the Company. The Applicant is responsible for clearing, compacting, sharp removal, paving, and addressing other special conditions. Should paving, grass, landscaping or sprinkler systems be installed price to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching and backfilling and be responsible for restoration of property damaged to accumulate the installation of underground facilities.

# 13.2.10 Point of Delivery

The point of delivery shall be determined by the Company, but normally will be at or near the part of the building nearest the point of delivery shall be determined by the Company's electric supply as available to the property. When a location for a point of delivery defferent from that designated by the Company is requested by the Applicant and approved by the Company, the Applicant shall pay the estimated full cost of the primary isocondary lateral length, including labor and materials, required as excess of that which would have been needed to much the Company's designated point of delivery. Any redesignation requested by the Applicant shall conform to good safety and construction practices as determined by the Company. Laterals shall be installed, when possible, in a denot line to the point of delivery.

# 13.2.11 Location of Meter and Raceway

The Applicant shall install a meter trough at the point designated by the Company and a moreony to accept the service lateral conductors if needed. Both will be installed in accordance with the Company's specifications.

(Continued on Sheet No. 6 520)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Twelfth Revised Sheet No. 6.520 Cancels Eleventh Revised Sheet No. 6.520

(Continued from Sheet No. 6.310)

# 13.2.12 Contribution by Applicant

The Applicant shall pay the Company the average differential cost between installing overhead and underground distribution facilities based on the following:

 a) Primary lateral, mer (if from everhead termination point), pad sociated transformer and transh with cable-inconduit notto exceed 150 fort in radials and 300 fort in loops.

CILCULAR CONTROL OF THE CONTROL OF T	Applicant's C	anted bution
Firms Exacting	From Overhoad	Underground
	Termination Point	Tempution.
1) Single phase rackal	\$0.00	50.00
2) Twopfuse radial	\$0.00	\$0.00
3) Three phase radial (150 KVA)	50.00	\$9.00
4) Three phase radial (500 KVA)	\$6.00	\$0.00
5) Strute phase toop	50.00	\$0.00
6) Two phase loop	50.00	\$0.00
7) Three phase loop (150 KVA)	50.00	\$0.00
8) Three phase loop (300, KVA)	50.00	\$0.00

 Secondary tises and lateral, excluding handhole or junction box, with connection to Applicant's service cables no greaterthan 20 feet from Company riser pole.

1) Small single phase	\$697.57
2) Large single phase	\$1,199.31
3) Small there phase	3804.97
4) Large three phase	\$1,762.81

c) FPL service cable installed in customer provided and contour installed 2° PVC (for main line switch size limited to 60 amps for 120V, 2 wire service, or 125 amps for 120/240v, 3 wire service) where customer's motor can is at least 5 featural to mote than 100 feet from the FPL, pole.

	120y 60 susp 2 wire service	120/240v-125 3 wipe, service
1) Installed on a wood pole - accessible - locations	557435	\$522.79
2) Installed on a wood pole - inscressible focutions	\$663.66	\$598.10
3) Installed on a concrete pole - accessible - locutions	5645.39	5593.82

d) Handholes and Padmounted Secondary America Box, excluding connections.

## () Handhole

a. Small - per handhole	\$258.37
b. Intermediate - per handhole	532531
v. Large - per handbole	\$1,925,95
2) Pad Mounted secondary Junction Box - per box	\$3,652.50

3) Parl Mounted secondary Junction Cabinet, used when electrical loads exceed the especity of the secondary junction box (above) or when the number of the service conductors exceed the capacity of the pad mounted transformer. This charge is only applicable if the majority of the customer's service conductor thamster is less than 500 MCM.

Per cabinet (includes connecting up to 12 sets of conductor) \$12,816.98 Tapping service conductors (if more than 12 sets) - per set \$302.96

(Continued on Sheet No. 6.530)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Twelfth Revised Shret No. 6.530 Cancels Eleventh Revised Sheet No. 6.530

(Continued	from	Sheet	No.	6	520)

e) Primary aplice box including uplices and cable pulling set-up.

I) Single Phase - per box. \$1,680.27 2) Two Phase - per box: \$2,304.87 52,487.75 3) Three Phase - per box

Additional installation charge for underground primary laterals including weach and cable-in-conduct which exceed thelianits set in 13.2.12 a).

1) Single Phase - per foot 52:00 2) Two Phase - per foot \$4.39 \$2.87 3) Three Phase - per fool

Additional installation charge for underground primary laterals including trench and coblesin-conduit extended heyondthe Company designated point of delivery to a remote point of delivery

1) Single Plane - per foot 2) Two Phase - per foot \$15.37 3) These Phase - per foot 516.57

The above costs are based upon arrangements that will permit sensing the local underground distribution system within the general service/industrial development from everhead feeder mains. If feeder mains within the general service/industrial development are deemed necessary by the company to provide und'or maintain adequate service and are required by the Applicant or a governmental agency to be installed underground, the Applicant shall pay the company the average differential cost between such undergonard feeder mains within the general service/industrial development and equivalent/overhead feeder mains, as follows:

Applicant's Contribution:

513.31

Cost per foot of feeder trench within the general service industrial development (excluding switches) Cost per above ground padacounted witch package 529,911.04

The Company will provide one standby/assistance appointment at no additional charge to the Applicant adding new or additional load to assist with installation of the Applicant's conductors and conduct(s) into a padeocunted transformer pedestal or vasit (not to exceed four hours in duration) during normal hours of operation. Additional appointments will be provided upon request, at the Applicant's expense.

(Continued on Sheet 6.540)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Eighth Revised Sheet No. 6.540 Cancels Seventh Revised Sheet No. 6.540

(Continued from Sheet No. 6,530)

## 13.2.13 Contribution Adjustments

 a) Credits will be allowed to the Applicant's centribution in Section 13.2.12. Where, by mutual agreement, the Applicant provides translaing and backfilling for the Compuny's facilities.

> Credit to the Applicant's Contribution

Credit per foot of primary trench
 Credit per foot of secondary trench
 S3.75

 b) Credits will be allowed to the Applicant's contribution in section E3.2.12, where, by mutual agreement, the Applicantinetalls Company-provided conduit per Company instructions.

 1) Credit per foot of 2" conduit
 \$0.81

 2) Credit per foot of larger than 2" conduit
 \$1.14

 Credit will be allowed to the Applicant's contribution in Section 13.2.12. where, by mutual agreement, the Applicantinotality a Company-provided handhole per Company instructions,

Credit per large bandhole/primary uplice box
 Credit per small handhole
 S83:07

 d) Credit will be allowed to the Applicant's commission in Section 13.2.12, where, by manual agreement, the Applicant installs a Company-provided concrete pad for a pad-mounted transformer or pad-mounted capacitor bank per Companyinstructions,

Czefit per pad SIII.44

 c) Cooks will be allowed to the Applicant's contribution in Section 13.2.12, where, by mutual agreement, the Applicant metalls Company-provided concrete pad for a pad-mounted feeder switch chamber per Company instructions.

Credit per pad. \$767.16

 Credit will be allowed to the Applicant's contribution in Section 13.2.12, where, by mutual agreement, the Applicantinistalls Company-provided concrete and for a feeder splice box per Company instructions.

Credit per splice box \$902.36

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Seventh Revised Sheet No. 7,010 Cancels Sixth Revised Sheet No. 7.010

# COMMUNITIES SERVED

ALACHUA Hawthome Walde

Unincorporated - Alachus

BAKER Glen Sourt Mary

Misochenny: Clustee Sanderson.

Unincorporated - Baker

Panama City Panama City Beach. City of Lynn Haven City of Springfield City of Callaway City of Perlor Cedar Grove

Undcorporated - Buy

BREVARD Angel City

Bellwood Canova Brach Cape Canarieral Cocco Coppe Beach Courteney Essa Gallie Promeno: Grant - Valkana

Indianlantic Indian Harbour Beach Indian River City Jane Park Melabor Midbourse Melbourne Beach Melhoume Village

Mentt Island Mims Faim Day Palm Shores Pinedo. Port Saint John Rockledge Satellite Beach

Spottersoor

Sharpes

BREVARD (CONT'D)

Timosville Turnbull West Methoume

Unincorporated - Brevard

BROWARD Broadvigw Park

Brownedale Coccout Creek Collier Manor Cooper City Coral Springs Contherm

Dania Beech Davie Deerfield Beach Fem Crest Village

Ft. Lauderdale Hacienda Village Hallandale Beach Hillsbore Beach Hellywood. Kendall Green Lake Forest

Lakering Lauderdole-by-the-See Landerdale Lakes Landerhill Lazy Lake Lighthouse Point

Margate Melrose Park Minne North Andrews Gorden North Landenfale Oaldand Park

Porkhand. Pembroke Park Pembroke Pines Pine Island Ridge Plantation

Pompano Beach Pempano Beach Highlands Pompago Park:

Riverland Sen Rosch Labor Southwest Ranches Summe Tamone

Washington Park West Hollywood

ESCAMBIA\*

City of Pensacola City of Century Unicorporated + Escandisa

FLAGLER Deverly Beach Bronnell. Dinner biland Dupont. Espanola Envoyette Flagler Beach Когови Marineland Palm Coast

Roy Unincorporated - Flagler

GLADES

Buckhead Ridge Unrecorporated - Glades

HARDEE

Cardina Unimorporated - Hardey

HENDRY

Denseid. Harlem La Belle Port La Belle Unincorporated - Headry

HIGHLANDS

Brighton Unsnoorporated - Highlands

HOLMES.

Bonifay Ponce de Leon Unicorporated - Holates

INDIAN RIVER

Edlamere Florida Ridge Indian River Shows. Misson Chiefold

Roseland Sebartian

Oslo

BROWARD (CONT'D)

West Park Weston Wilton Manors

Ummcorporated - Broward

CHARLOTTE

Charlotte Beach Charlette Harbor: Charlette Park Cleveland Grove City Harbour Heights Masseota Key Murdock Placida Port Charlotte Punta Gorda

Rotonda Solana

South Punta Gorda Hinghts Unincorporated - Charlotte

CLAY

**Highland** Kingstey Penney Forms

Unincorporated - Churlotte

COLLIER

East Naples Golden Gate Lely Naples Naples Mimor Naples Park North Noples Palm River

Unincorporated - Collier

COLUMBIA

Five Founts Lake City Waterfrom

Uniscorporated - Columbia

DESCITO

Arcadia Fort Ogden Hull Noontee

Unincorporated - DeSoto

(Continued on Sheet No. 7.020)

Eighth Revised Sheet No. 7,020 Cancels Seventh Revised Sheet No. 7.020

CO	ими	IND	TIES	SER	VE	Ð

INDIAN RIVER CONT'D)	MANATEE (CONT'D)	MIAMI DADE (CONT'D)	NASSAU
Vero Beach	South Boudenton	Kendale Lakes	Becker
Wahasar	Tallerent.	Kendull	Hryoeville
Winter Booch	Verna	Key Bisconne	Callaban
Unincorporated - Indian	West Bradeston	Key Biseryme	Hilliard Salia Rathff Yole
River			
	West Samoset	Lake Lucerne	Italia
JACKSON*	Winfield	Lukes by the Boy	Radict
City of Chipley	Unincorporated - Manutee	Leaune City	Yulee
City of Graceville	0.000000	Lindgren Acres	Unincorporated - Naman
Campbellion	MARLIN	Ludiam	
Unicorporated - Jackson	Geinez.	Metley	OKALOOSA*
	Hobe Sound	Mismi	City of Fort Walton
LEE	Indiantown	Mismi Beach	City of Crestview
Alva	Jensen Beach	Miumi Gurdens	City of Mary Esther
Boca Grande	Jupiter Island	Minni Lebox	City of Domi.
Bonita Springs	North River Shores	Miami Sheeze	Cinco Hayou
Coconut	Const Breeze	Mians Springs	Laurel Hill
Cypness Lake	Palm City	Nameja	Niceville
Estero	Port Mayaca	Norland	Shalimar
Forest Islamit Park	Port Salamo	North Buy Village	Valpantiso
Fort Myses	Port Sewall Rio	North Minmi	Unicorporated - Okaloma
Fort Myers Beach	Sewall's Potet	North Miami Beach	
Fort Myers Shores	Shaiet	Ojus	OKTECHOBEE
Fort Myers Villar	Unincorporated - Martin	Olympia Heights	Cypress Quarters
Boress	STATE PROPERTY.	Opa-Lodos	Fort Drun
McGregor	MIAMI DADE	Palmetto Bay	Okeedhobee
Morse Shores	Andover	Palmetto Estates	Taylor Creek
Page Park	Adventica	Pennsuco	Uniscorporated - Okeechobee
Pine Manor	Hal Harbour	Perme	
Punta Rassa	Hay Harbor Islands	Pimocrost.	PALMI REACH
San Carlos Park	Biscaryne Park	Pinewood	Aberdees
Tice	Brownwille	Princeton	Atlantia
Villas Whiskey	Bunche Park:	Richmond Heights	Belle Glade
Creek	Carol City	Scott Lakes	Belle Glade Camp
Unincorporated - Lee	Corni Gabbes	South Miami	Boos Del Mar
THE PERSON NAMED IN COLUMN	Coral Terrace Country Club	South Minm Heights	Boca Pointe
MANATEE	Cutter	Sumy likes	Belle Glade
Anna Maria	Cutler Bay	Sumet	Camp Boca Del Mar
Bayshore Gardens	Cutler Ridge	Surfeide	Boca Pointe
Bradeston	Deal	Sweetwater	Boen Raton
Bradenton Beach	El Portal	Tamans	Boca West
Cortor	Florada City	Virginia Gardens	Doymen Deach
Ellenton.	Gladeview	West Little Kreer	Brirry florecess
Holmes Besch	Glennur Heights	West Miami	Canal Point
Longbout Key - Manatee	Golden Beach	Westchester	Century Villaga
Memphia	Golden Glades	Westview	Cloud Lake
Palmetto	Gesilds	Unincorporated - Miami Dade	Country Chab Trail
Parmalee.	Hammocks		Cypress Lakou
Partiels	I final water	MONROE	Delnay Beach
Finey Point	Hislosh Garbers	Flamingo	Olen Ridge
Refronsia	Indian Creek Village	Unescorporated - Mouroe	
Sumount	Ives Estates		

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

(Continued on Sheet No. 7.030)

Seventh Revised Sheet No. 7.030 Cancels Sixth Revised Sheet No. 7.030

# COMMUNITIES SERVED

PALM BEACH (CONT'D) Golden Lakes Galf Golfviere Greenscres Chilf Stream Hamptons at Boca Raton Hawerhill High Point Highland Beach

Нурещко Jumo Beach Jupiter Jupiter Indet Colony Kings Point Lake Clarke Shores Lobe Park Lakeside Green Lentena Loxabatchee Groves

Mongonta Pork Mission Bay North Palm Beach Ocean Ridge Obselonta Pathologe. Palm Beach Palm Beach Gardens Palm Beach Shores Palm Springs Rainbow Lakes Riviera Beach Royal Palm Beach Sandlefoot Cove. South Bay

Teonestu Villages of Criticle Wellington West Palm Brack Whisper Walk

South Palm Deach

Son Valley

Unincorporated - Polm Beach.

PUTNAM East Paletka Interlachen Londy Polatka Pomona Park Satatima Websha Unincorporated - Putnam

SANTA BOSA\* City of Milton City of Golf Beence Uninceporated - Santa Rosa

SARASOTA Hee Ridge Desoto Lakes Englewood Foutville Gulf Gate Estates Kensignton Park Lake Samsota Laurel

Longboat Key - Sarasota Nestconta North Port North Surasota Caprey Ridge Wood Heights Surancta

Surmota Beach Samuelta Springs Siesta Key South Gate Ridge South Sepecta South Venice Southgate The Meadows Vamo

Venice Versice Gardens Warm Mineral Springs Unincorporated - Sanaceta SEMINOLE Chidutos

Geneva. Lake Mary Lake Monroe Sanford Summer Haven

Unencorporated - Siminole

ST. JOHNS Amssiona Buffer Beach College Park Crescout Beach Diation Hantings Hilden St. Augustine St Augustine Beach St. Augustine Shores

South Pente

Vedra Besch Vermont Heights Villann Beach Yelvington Liminorporated - St. Johns

ST. LUCIE Apicopa Indian River Estates

Laloewood Park: Port St. Lucie River Park Walton White City

Unecomporated - St. Lucie

SUWANNEE Ficuation Live Cuk Wellborn

Unincorporated - Sewannee

UNION Lake Butter

Raidord Unincorporated - Union

VOLUMA Allandale And.

Daytona Beach. Daytona Beach Sheres

Edgewaler Holly Hill Maxtown Oak Hill Ormand Beach Ormond-by-the-Sca Osteen Fonce Inlet Port Orange South Daytona Unincorporated - Volunta

WALTON

City of DeFimial: Springs

Panton

Linicorporated - Waltern

WASHINGTON\*

Caryville Chipley Verson.

Unicorporated - Washington

Rates are subject to the limitations stated in the AVAILABILITY section of their corresponding tariff sheets. Rates are available to all communities served with the following exceptions:

"Transition Rider Credit (Sheet No. 8 030 2), Voluntary Solar Partnership Rider (Sheet No. 8 930), and Solar Together Rider (Sheet No. 8.932) are not available applicable to communities served in the following counties: Bay, Escambia, Holmes, Jackson, Okafoosa, Santa Rosa, Walton, and Washington.

\*Transition Rider Charge (Sheet No. 8.030.3), Eurricane Michael Storm Restoration Recovery Charge (Sheet No. 8.030.4), Illurricane Sally Storm Restoration Recovery Charge (Sheet No. 8.030.5), and the Cortaliable Load Limited Availability Experimental Rider (Sheet Nov. 8 686 - 8 688) are only available/applicable to communities served in the following counties: Buy, Escambia, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

# Sixty-Fifth Revised Sheet No. 8.010 Cancels Sixty-Fourth Revised Sheet No. 8.010

RATE SCHEDULE	DESCRIPTION	SHEET NO
BA	Billing Adjustments	8.030
G8-1	General Service - Non Demand (0-241/W)	8.101
GST-1	General Service - Non Demand - Time of Use (0-241/W)	8.103
GSD-I	General Service Demand (25-699 kW)	8.105
GSD-TEV	Flortnic Vehicle Charging Infrastructure Ricket Pilot	8.106
GBDT-1	General Service Demand - Time of Use (25-499 kW)	8.107
HOC	Genural Service Load Management Program	8.109
NSMR.	Non-Shardard Meter Rider	8.120
GSCU-1	General Service-Constant Usagor	8.122
RS-1	Residential Service	8.201
FLAT-I	Residential Commercial Food Rate	8.202
RTR-1	Residential Time of Use Rider	8.203
CU	Common Use Facilities Rider	8.211
RS-SEV	Rosidential Electric Vehicle Charging Services Rider Pilot	8.213
ROC	Residential Load Management Program	8.217
GSLD-)	General Service Large Demand (500-1999 kW)	8.310
GSLD-JEV	Electric Vehicle Charging Infrastructure Rider Pilot	8.311
GSLDT-I	General Service Larger Demand - Time of Use (500-1999)(W)	8.320
CS-1	Curtabble Service (500-1599 kW) (Closed Schedule)	8.330
CSE-I	Curtailable Service-Time of Use (500-1989 LW) (Closed Schodule)	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
HILFT	High Load Factor - Time of Use	8.425
CS-7	Custodable Service (2000 kW +) (Closed Schodale)	8.432
CST-2	Curtafiable Service -Time of Use (2000 kW+) (Closed Schabile)	8.440
CST-3	Curtailable Service -Time of Use (69 kV or above) (Closed Schedule)	8 512
CS-3	Curtallable Service (69 kV or above) (Closed Schedule)	8.545
GSLD-3	General Service Large Demand (69 kV orabove)	8.551
GSLDT-3	General Service Large Demand - Time of Use (69 kV or above)	8 553
08/2	Sports Field Sensor (Closed Schedule)	8.662
MIT	Motropolitan Transit Service	8 610
CILC-t	Commercial Industrial Load Control Program (Closed: Schedule)	8.650
CDR	Commercial Industrial Demand Reduction Richar	8.680
CL.	Outsiable Load Limited Availability Experimental Rider (Closed Schedule)	4 30000
SL-1	Street Lighting (Closed Schohdu)	8.715
SL-IM	Strot Lighting Metanal Service	8.718
PLet	Premium Lighting (Closed Schedule)	8,730
PLA	Outdoor Lighting (Closed Scholake)	8.725
SL-2	Traffic Signal Service (Closed Schedule)	8.730
SL-2M	Traffic Signal Metered Service  Traffic Signal Metered Service	8.731
LT-I	LED Lighting	8.735
OS ETI	Outdoor Service (Closed Schedule)	8.730
		500
RL-1 SST-1	Recruitional Lighting (Closed Scheihde)	8.743
The state of the s	Standby and Supplemental Service	
1587+1	Interruptible Standby and Supplemental Service	8.760
EDR	Economic Development Rider	8.800

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

# Original Sheet No. 8,011

DRL.         Economic Development Rider – Large EDR.         8.802           R.         Transformation Rider         8.820           DTR.         Seasonal Demand – Time of Use Rider         8.830           SP-1         Sopplemental Power Services Rider Filor         8.845           FEDR.         Existing Facility Economic Development Rider         8.900           IR.         Business Incentive Riders (Closed Schodules)         8.901           ISR.         Commercial Industrial Service Rider         8.910           SP.         Voluntary Solar Partnership Filot Program         8.930           IR.         Solar Together Rider         8.932           EV         Utility-Owned Public Changing for Electric Vehicles Filot         8.936           PF-1         Solar Power Facilities Filot Rider         8.939	Economic Development Rider - Large EDR.   8.800	EDRL Economic Development Rider – Large EDR. TR Transformation Rider  SUTR Seasonal Demand – Time of Use Rider  OSP-1 Sopplemental Power Services Rider Filot  EFEDR Existing Facility Economic Development Rider  DIR Emineur Incuntive Riders (Closed Schodules)  CISR Commercial/Industrial Service Rider  VSP Voluntary Solar Partnership Filot Program  SUR Solar Together Rider  UEV Utility-Owned Public Changing for Electric Vehicles Filot  SPF-1 Solar Power Facilities Filot Rider	Original Sheet S	IEANI	ORIDAPOWER&LIGH
DRL.         Economic Development Rider – Large EDR.         8.802           R.         Transformation Rider         8.820           DTR.         Seasonal Demand – Time of Use Rider         8.830           SP-1         Sopplemental Power Services Rider Filor         8.845           FEDR.         Existing Facility Economic Development Rider         8.900           IR.         Business Incentive Riders (Closed Schodules)         8.901           ISR.         Commercial Industrial Service Fields         8.910           SP.         Voluntary Solar Partnership Flot Program         8.930           IR.         Solar Together Rider         8.932           EV         Utility-Owned Public Charging for Electric Vehicles Filot         8.936           PF-1         Solar Power Facilities Filot Rider         6.939	DRL	EDRL Economic Development Rider – Large EDR.  TR. Transformation Rider  SDTR. Seasonal Demand – Time of Use Rider  SSP-1 Supplemental Power Services Rider Pilot  EFEER Existing Facility Economic Development Rider.  BUR. Business focusitive Riders (Closed Schodules)  CISR Commercial/Industrial Service Rider  VSP Voluntary Solar Partnership Pilot Program  STR. Solar Together Rider  Utility-Owned Public Changing for Electric Vehicles Pilot  SPF-1 Solar Power Facilities Pilot Rider	SHEET NO	DESCRIPTION!	ATE SCHEDULE
R.         Transformation Rider         8.820           DTR         Seasonal Demand - Time of Use Rider         8.830           SP-1         Supplemental Power Services Rider Filter         8.845           FEDR         Existing Facility Economic Development Rider         8.900           IB.         Business Incentive Riders (Closed Schedules)         8.901           ISR         Commercial/Industrial Service Rider         8.910           SP         Voluntary Solar Partnership Filet Program         8.930           IR         Solar Together Rider         8.932           EV         Utility-Owned Public Changing for Electric Vehicles Filet         8.936           PF-1         Solar Presur Facilities Filet Rider         8.939	TR. Transformation Rider 8.820 SDTR Sousceal Demand - Time of Use Rider 8.830 OSP-1 Supplemental Power Services Rider Filor 8.840 EFEER Existing Facility Economic Development Rider 8.900 BIR Business Incentive Riders (Closed Schodules) 8.901 CISR Commercial/Instantial Service Rider 8.900 STR Voluntary Sider Partnership Filot Program 8.900 STR Utily Owned Public Changing for Electric Vehicles Filot 8.900 SPF-1 Solar Power Facilities Filot Rider 8.900	TR Transformation Rider  SDTR Seasonal Demand - Time of Use Rider  OSP-1 Supplemental Power Services Rider Filer  EFEDR Existing Pacility Economic Development Rider  BIIR Business Incentive Riders (Closed Schedules)  CISR Commercial Inclustrial Service Rider  VSP Voluntary Solar Partnership Filet Program  STR Solar Together Rider  LEV Utbity-Owned Public Changing for Electric Vehicles Filet  SPF-1 Solar Power Facilities Filet Rider			
DTR         Seasonal Demand – Time of Use Rider         8.830           SP-1         Sopplemental Power Services Rider Filor         8.845           FEDR         Existing Facility Economic Development Rider         8.900           III.         Business Incentive Riders (Closed Schodules)         8.901           ISR.         Commercial/Industrial Service Rider         8.910           SP         Voluntary Solar Partnership Filot Program         8.930           IR.         Solar Together Rider         8.932           EV         Utility-Owned Public Changing for Electric Vehicles Filot         8.936           PF-1         Solar Power Facilities Filot Rider         8.939	SETR         Seasonal Demand – Time of Use Rider         8.830           OSP-1         Supplemental Power Services Rider Pilot         8.845           EFEDR         Existing Facility Economic Development Rader         8.900           BIR         Emineur Incentive Rider (Closed Schodules)         8.901           CISR         Commercial/Industrial Service Rader         8.910           VSP         Voluntary Solar Partnership Filot Program         8.930           STR         Solar Togother Rader         8.930           LEV         Utility-Owned Public Charging for Electric Vehicles Filot         8.930           SPF-1         Solar Power Facilities Filot Raler         8.930	SOTR Seasonal Demand - Time of Use Rider OSP-1 Sopplemental Power Services Rider Filor EFEER Existing Facility Economic Development Rider DIR Business Incentive Riders (Closed Schodules) CISR Commercial Industrial Service Rider VSP Voluntary Solar Partnership Filot Program STR Solar Together Rider UEV Outsity-Owned Public Changing for Electric Vehicles Filot SPF-1 Solar Power Facilities Filot Rider			
SP-1   Sopplemental Power Services Rider Flor   8.845     FEDR	DSP-1 Sopplemental Power Services Rider Pilot 8-849  DEFEDR Existing Facility Economic Development Rider 8-900  DIR Emirem Insurtive Riders (Closed Schedules) 8-900  DSR Commercial Inclustrial Service Rider 8-900  VSP Voluntacy Solar Partnership Pilot Program 8-900  DR Solar Togother Rider 8-900  DEV Utility-Owned Public Changing for Electric Vehicles Pilot 8-900  PF-1 Solar Power Facilities Pilot Rider 8-900	OSP-1 Supplemental Power Services Rider Pilot  Existing Facility Economic Development Rider  DIR Existing Facility Economic Development Rider  DIR Commercial Inclustrial Service Rider  VSP Voluntary Sofar Partnership Pilot Program  O'R Sofar Togother Rider  DUBITy-Owned Public Changing for Electric Vehicles Pilot  BPF-1 Sofar Power Facilities Pilot Rider			
Existing Facility Economic Development Rider   8,900	EFEER         Existing Facility Economic Development Rider         8,900           BIR         Business Incombve Riders (Closed Schedules)         8,901           CISR         Commercial/Inshstrial Service Fider         8,910           VSP         Voluntary Solar Partnership Filet Program         8,930           STR         Solar Together Rider         8,930           UEV         Utility-Owned Public Changing for Electric Vehicles Filet         8,930           SPF-1         Solar Power Facilities Filet Rider         8,930	EFEDR Existing Facility Economic Development Roder  DIR Dusiness Incentive Roders (Closed Schedules)  CISR Commercial/Industrial Service Roder  VSP Voluntary Sofar Partmentap Filet Program  STR. Sofar Together Roder  UEV Oblity-Owned Public Changing for Electric Vehicles Filet  SPF-1 Sofar Power Facilities Filet Roder			
III.         Dissiness Injountive Riders (Closed Schodules)         8.901           ISR         Commercial/Inhestrial Service Rider         8.910           SP         Voluntary Solar Partnership Filet Program         8.920           IR.         Solar Together Rider         8.932           EV         Utblity-Owned Public Charging for Electric Vehicles Filet         8.936           PF-1         Solar Power Facilities Filet Rater         8.939	DIR         Business Incentive Riders (Closed Schodules)         8.901           CISR         Commercial/Industrial Service Rider         8.910           VSP         Voluntsey Sular Partmentap Filot Program         8.930           STR         Solar Together Rider         8.930           JEV         Utfilty-Owned Public Changing for Electric Vehicles Filot         8.930           SPF-1         Solar Power Facilities Filot Rider         8.930	DIR Business Incentive Riders (Closed Schodules) CISR Commercial/Industrial Service Fider VSP Voluntsey Solar Partnership Filet Program STR. Solar Togother Rider Utility-Owned Public Charging for Electric Volucies Filet SPF-1 Solar Power Facilities Filet Rider			
ISR         Commercial/Industrial Service Edder         8.910           SP         Voluntary Solar Partnership Filot Program         8.930           IR         Solar Togother Rider         8.932           EV         Utblity-Owned Public Charging for Electric Volucies Filot         8.936           PF-1         Solar Power Facilities Filot Rater         8.939	CESR         Commercial/Industrial Service Rider         8.910           VSP         Voluntary Solar Purmenhap Filet Program         8.930           KTR         Solar Togother Rider         8.930           UEV         Utbity-Owned Public Changing for Electric Vehicles Filet         8.930           SPF-1         Solar Power Facilities Filet Rider         8.930	CESR Commercial/Industrial Service Rider  VSP Voluntsey Solar Partnership Filet Program  SCIR, Solar Together Rider  LEV Utbity-Owned Public Charging for Electric Volucies Filet  SPF-1 Solar Power Facilities Filet Rider			
SP Voluntary Solar Partnership Filet Program 8.930 FB Solar Together Rider 8.932 EV Utblity-Owned Public Charging for Electric Volucies Filed 8.936 FF-1 Solar Power Facilities Filet Rider 8.939	VSP Voluntary Solar Partmenhip Filot Program 8.930 STR, Solar Togother Rider 8.933 ZEV Utfity-Owned Public Charging for Electric Vehicles Filot 8.930 SPF-1 Solar Power Facilities Filot Rider 8.930	VSP Voluntary Solar Partnership Filot Program  STR, Solar Together Rider  UTCV Utfith-Owned Public Charging for Electric Vehicles Filot  SPF-1 Solar Power Facilities Pilot Rider			
FR Solar Togother Rider 8.932 EV Utblity-Owned Public Charging for Electric Vehicles Pilot 8.936 FF-1 Solar Power Facilities Pilot Rider 8.939	STR. Solar Together Rider 8.932 LTV Utility-Owned Public Charging for Electric Vehicles Pilot 8.936 SPF-1 Solar Power Facilities Pilot Rider 8.936	SCIR Solar Togother Rider  Utfity-Owned Public Charging for Electric Vehicles Pilot  SPF-1 Solar Power Facilities Pilot Rider			
EV Utbity-Owned Public Charging for Electric Vehicles Pilot 8.936 PF-1 Solat Power Facilities Pilot Rater 8.939	2EV Utility-Owned Public Charging for Electric Vehicles Pilot 8-98 SPF-1 Solar Power Facilities Pilot Ricker 8-98	OEV Othity-Owned Public Charging for Electric Vehicles Pilot SPF-1 Solar Power Facilities Pilot Rider	0.50000000		0.000
PF-1 Solar Power Facilities Pilot Ralur 8.939	SPF-1 Solar Power Facilities Pilot Ratur 8.53	SPF-1 Solar Power Facilities Pilot Raler			
EVCS-1 Commission Laborate Venicus Charging Services admit vinot (A.M.).	EVS24 Continental Estodio Ventura Chaquag Services Audit 1304 (A.M.)	Commercial Procedic Annalysis Services scools Links			
			8.942	Complicing Freque Addice Christing Seavers store Ande	EACS-1

Issued by: Telfany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Sixth Revised Sheet No. 8.030.2 Cancels Fifth Revised Sheet No. 8.030.2

(Continued from Sheet No. 8:090.1)

# TRANSITION RIDER CREDIT

The following charges shall be applied to the Monthly Bate of each rate schedule as indicated and were calculated in accordance with the formula approved by the Florida Public Service Commission. The Transition Rider Credit is applicable to all accounts within the service area previously served by FPL prior to January 1, 2022. It shall be applied monthly beginning January 1 through and including December 31 for a period of five years as specified below:

Rate Scholide	2.0	22	20	25	20	24	20	25	36	26
100 - 100 -	skWh	\$/\$/W	69.95	5.5.W	alkWh	M/kW	44745	\$.8W	ekWh	5.kW
ALL, KWH RS-1, KTR-1	(0.198)		(0.158)		(0.119)		(0.079)		(0.040)	
G8-1, G8T-1	(0.157)		(0.126)		(0.094)		(0.063)		(0.031)	
GSD-1, GSD-1EV, GSDT-1, HLFT-1, SDTR-1		(0.61)		(0.49)	ĺ	(0.37)		(0.24)		(0.12)
GSLD-1, GSLD-1EV GSLDT-1, CS-1, CST-1, HLFT-2, SDTR-2		(0.60)		(0.48)		(0.36)		(0.24)		(0.12
GSLD-2, GSLDT-2, CS-2, CST-2, HLFT-3, SDTR-3		(0.57)		(0.46)		(0.34)		(0.23)		(0.11)
GSLD-3, GSLDT-3, CS-3, CST-3		(0.52)		(0.42)		(0.31)		(0.21)		(0.10
OS-2	(0.273)		(0.218)		(0.164)		(0.109)		(0.055)	
MET		(0.58)		(0.46)		(0.35)		(0.25)		(0.12
CILC-t(G)		(0.58)		(0.46)		(0.35)		(0.23)		(0.12
CILC-I(D)		(0.58)		(0.46)		(0.35)		(0.23)		(0.12
CILC-I(T)		(0.51)		(0.41)		(0.31)		(0.20)		(0.10
SL-1, SL-1M, PL-1, LT-1	(0.518):		(0:41.4)		(0.311)		(0.207)		(0.104)	
OL-1, RL-1	(0.518)		(0.414)		(0.311)		(0,207)		(0.101)	
SL-2, SL-2M, GSCU-1	(0.161)		(0.129)		(0.097)		(0.064)		(0.032)	
	BDC	DDC	RDC	DDC	RDC	DOC	RDC	DDC	RDC	DDC
	\$4W	5.kW	\$AW	\$kW	\$4W	\$AW	\$4W	\$/\$.W	saw	\$4W
881-1(1),1881-1(1)	(9.08)	(0.04)	(0.00)	(0.03)	(0.05)	(0:02)	(0.03)	(0.02)	(0.02)	(0.01
SST-1(DE), SST-1(DE) SST-1(DE), ISST-1(DE)	(0.08)	(0.0-0)	(0.06)	(0.03)	(0.05)	(0.62)	(0.03)	(0.02)	(0.02)	(0.01

(Continued on Sheet No. 8,030.3)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 8.030.3

(Continued from Sheet No. 8.030.2)

# TRANSITION RIDER CHARGE

The following charges are applied to the Monthly Rate of each rate schedule as indicated and were calculated in accordance with the formula approved by the Florida Public Service Commission. The Transition Rider Charge is applicable to all accounts within the service area previously served by Gulf Power. It shall be applied monthly beginning January 1 through and including December 31 for a period of five years as specified below:

Rate Schedule	20	22	290	13	20	24	200	15	20	26
Check Social States	645Wh	\$4.90	pkWb	33W	ga.Wh	3/kW	(c439%)	5/3/W	g/kWh	SW
ALL KWH RS-1, RTR-1	2.106		1.685		1.264		0.842		0.421	
GS-1, GST-1	2.425		1.940		1.455		0.970		0.485	
GSD-1, GSD-1EV, GSDT-1, HLFT-1, SDTR-1	1.616		1.293		0.970		0,647		0.323	
GSLD-1, GSLD-1EV, GSLDT-1, CS-1, CST-1, HLFT-2, SDTR-2		5.67		454		3.40		227		1.13
GSLD-2, GSLDT-2, CS-2, CST-2, HLFT-3, SDTR-3		6.60		5.28		3.96		2.64		1.32
GSLD-3, GSLDT-3, CS-3, CST-3		4.92		3.93		2.95		1.97		0.98
08-2	1.636		1.309		0.982		0.655		0.327	
CILC-1(0)		5.50		4.47		3.36		224		1.12
CILC-I(D)		5.50		4.47		3.36		2.24		1.12
CILC-I(T)		4.92		3.93		2.95		1.97		0.98
SL-1, SL-1M, PL-1, LT-1	2.876		2.301		1.726		1.150		0.575	
OL-1, RL-1	2.876		2.301		1.726		1.150		0.575	
OS PII	2.876		2.301		1.726		1.150		0.575	
SL-2, SL-2M, GSCU-I	2.876		2.301	-	1.726	- 0	1.150		0.575	
	RDC	DDC	BDC	DDC	RDC	DDC	RDC	DDC	RDC	DDC
	s/kW	\$&W	5/kW	5/kW	5/kW	\$/kW	S/kW	\$4W	\$4:W	skw
SST-1(T), ISST-1(T)	0.84	0.40	0.67	0.32	0.50	0.24	0.34	0.16	0.17	0.08
SST-1(DI), SST-1(D2) SST-1(D3), ISST-1(D)	0.84	0.40	847	6.52	0.50	0.24	0.34	0.16	6.17	0.06

(Continued on Shart No. 8 030-4)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rutes, Cost of Service and System Effective: January 1, 2022

Original Sheet No. 8.030.4

(Continued from Sheet No. 8.030.3)

# HURRICANE MICHAEL STORM RESTORATION RECOVERY

# APPLICATION:

The Storm Restoration Recovery Surcharge is designed to recover incremental storm-related costs incurred by the Company related to Hurricane Michael. It is applicable to all accounts within the service area previously served by Gulf. Power. The factor is applicable to the Energy Charge under FPL's various rate schedules.

Rate Schedule	g/kWh
ALL KWH RS-1, RTR-1	0.800
GS-1, GST-1	0.881
GSD-1, GSDT-1, GSD-1EV, HLFT-1, SDTR-1	0.443
OSLD-1, OSLDT-1, OSLD-1EV, CS-1, CST-1, HLFT-2, SDTR-2	0.347
GSLD-2, GSLDT-2, CS-2, CST- 2, HLFT-3, SDTR-3	0.234
05LD-3, 05LDT-3, CS-3, CST-3	0.234
OS-2	1.178
CILC-1(G)	0.347
CILC-1(D)	0.342
CILC-1(T)	0.234
SL-1, SL-1M, PL-1, LT-1	1.178
OL-1	1.178
OST/II	1.178
SL-2, SL-2M, GSCU-1	1,178
SST-1(T), ISST-1(T)	0.234
58T-1(D1), \$ST-1(D2) SST-1(D3), ISST-1(D)	0.234

(Continued on Sheet No. 8,030.5)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.030.5

(Continued from Sheet No. 8 030.4).

# HURRICANE SALLY STORM RESTORATION RECOVERY

# APPLICATION:

The Storm Restoration Recovery Surcharge is designed to recover incremental storm-related costs incurred by the Company related to Hurricane Sally. It is applicable to all accounts within the service area previously served by Gulf Power. The factor is applicable to the Energy Charge under EPL's various rate schedules.

Rate Schedule	¢/kWh
ALL KWH - RS-1, RTR-1	0.300
GS-1, GST-1	0.329
GSD-1, GSDT-1, GSD-1EV, HLFT-1, SDTR-1	0.167
GSLD-1, GSLDT-1, GSLD-1EV, CS-1, CST-1, HLFT-2, SDTR-2	0.130
GSLD-2, GSLDT-2, CS-2, CST- 2, HLFT-3, SDTR-3	0.087
GSLD-3, GSLDT-3, CS-3, CST-3	0.087
08-2	0.239
CILC-I(G)	0.130
CLC-1(0)	0.130
CILC-I(T)	0.087
SL-1, SL-1M, PL-1, LT-1	0.239
OL-1	0.239
OSTAL	0.239
SL-2, SL-2M, GSCU-1	0.239
SST-1(T), ISST-1(T)	0.087
SST-1(D1), SST-1(D2) SST-1(D9), ISST-1(D)	0.087

(Continued on Short No. 8 031)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Sixth Revised Sheet No. 8.031 Cancels Fifth Revised Sheet No. 8.031

(Continued from Short No. 8.030.5)

## FUEL COST AND PURCHASE POWER RECOVERY CLAUSE (FUEL):

The mentify charge of each rate schedule shall be rounded to the nearest 0.001s per kilowatt-hour of sales to reflect the recovery of costs of fessal and nuclear fischs and purchased power (exchafing capacity payments) for each kilowatt-hour delivered, including other adjustments. Find Costs and Parchased Power Recovery Factors are normally calculated annually, for the billing period of famousy through December and are adjusted to incorporate charges in costs from one period to the next.

## ENERGY CONSERVATION COST RECOVERY CLAUSE/CONSERVATION):

The monthly charge of each rate schedule shall be consided to the marces 0.001e per kilowatt-hour of sales to reflect the recovery of conservation related expenditures by the Company. The Company shall second both projected and actual expenses and revenue associated with the amplementation of the Company's Energy Conservation Plan as authorized by the Commission. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in Commission Rule 25-17-015, F.A.C. Energy Conservation Cost Recovery Factors are normally developed annually, for the billing period of January through December and are adjusted to incorporate charges in costs from our period to thanext.

For non-denseal interschools, the Energy Conservation Cost Recovery Charge shall be applied to the customer's total kWh. For Demand rate schedules (other than those listed below), the Energy Conservation Cost Recovery Charge shall be applied consistent with the Base Demand Charge or On-Peak Demand Charge as specified by the rate schedule. For Rate Schedule CILC-1, the Energy Conservation Cost Recovery Charge shall be applied to the customer's On-Peak demand. For Rate Schedules SST-1 and ISST-1, the Conservation Reservation Demand Charge (RDC) and Daily Demand Charge (DDC) shall be applied to the On-Peak Standby Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge (by each rate schedule).

## CAPACITY PAYMENT RECOVERY CLAUSE (CAPACITY):

The monthly charge of each rate schedule shall be rounded to the nearest 0.001e per kilowatt-hour of sales or \$0.01 per kilowatt of demand to reflect the recovery of capacity costs of purchased power, including other adjustments. Capacity Payment Recovery Factors are normally calculated annually, for the billing period of humany through December and are adjusted to incorporate changes in costs from one period to the next.

For non-demand rate schedules, the Capacity Paymort Charge shall be applied to the customer's total kWh. For Demand rate schedules (other than these listed below), the Capacity Paymort Charge shall be applied consistent with the Base Demand Charge or On-Pook Demand Charge as specified by the rate schedule. For Rate Schedule CLC-1, the Capacity Paymort Charge shall be applied to the customer's On-pook demand. For Rate Schedule SST-1 and ISST-1, the Capacity Reservation Demand Charge (RDC) and Daily Demand Charge (DDC) shall be applied to the On-Pook Standby Demand and the Centract Standby Demand as described in sections (2) and (3) of Demand Charge for each rate schedule.

## ENVIRONMENTAL COST RECOVERY CLAUSE (ENVIRONMENTAL):

The monthly charge of each rate schedule shall be rounded to the nearest 0.001st per kilowatt-hour of sales to reflect the recovery of environmental compliance costs as approved by the Florida Public Service Commission. The Environmental Cost Recovery Factor is normally calculated annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

# STORM PROTECTION PLAN:

The monthly charge of each rate schedule shall be rounded to the nearest 0.001¢ per kilowatt-hour of sales or \$0.01 per kilowatt of demand to reflect the recovery of Storm Protection cests. Storm Protection Plan Factors are normally calculated annually, for the fulling period of Jamesey through December and are adjusted to incorporate changes in costs from one period to the most.

For row-demand rate schedules, the Storm Protection Plan Charge shall be applied to the outcomer's total EWh. For Demand rate schedules (other than those listed below), the Storm Protection Plan Charge shall be applied consistent with the Base Demand Charge or On-Peak Demand Charge as specified by the rate schedule. For Rate Schedule CELC-1, the Storm Protection Plan Charge shall be applied to the contentr's On-Peak demand. For Rate Schedules SST-1 and ISST-1, the Storm Protection Plan Reservation Demand Charge (SPPRDC) and Storm Protection Plan Daily Demand Charge (SPPDDC) shall be applied to the On-Peak Storably Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge for each nate schedule.

(Continued on Sheet No. 8 032)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Third Revised Sheet No. 8.032 Cancels Second Revised Sheet No. 8.032

(Continued from Short No. 9.631)

## FRANCHISE FEE CLAUSE:

The Monthly Rate of each rate schedule is increased by the specified percentage factor for each fearchise area as set forth in the Franchise Fee Factors which are incorporated by reference as part of this clause and as filled with the Florida Public Service Commission. This percentage factor shall be applied after other appropriate adjustments.

# TAX ADJUSTMENT CLAUSE:

The Tax Adjustment Clause shall be applied to the Monthly Rate of each filed rate schedule as indicated with reference to adjustment

Plus or mirus the applicable proportionate part of any taxes and assessments imposed by any governmental authority below or in excess of those in effect on the effective date lurroof, which are assessed on the basis of the number of meters: the number of contourers, the prior of electric energy or service sold, reversurs from electric energy or service sold, or, the volume of energy generated or purchased for sale or sold.

Such tous and assessments are to be reflected on the bills of only those customers within the jurisdiction of the governmental sotherity imposing the tores and assessments.

# POWER FACTOR CLAUSE:

The Fower Factor Clause shall be applied to the Morethly Rate of each rate schedule committing a specified Demand charge. The Customer's indication congruent shall not result in a power factor at the point of delivery of less than 85% lagging at the time of maximum sharmed. Should this power factor be less thes 85% lagging during any menth, the Company may adjust the ranchage taken to determine the Domard by entirplying the EW obtained through such endings by 85% and by dividing the result by the power factor actually established at the time of maximum demand sharing the current menth. Such adjusted readings shall be used in determining the Demand.

# TRANSITION RIDER:

The applicable monthly credit or charge of each rate schools shall be rounded to the monest 0.001g per kilowati-hour of sales or 50.01 per kilowati of domand to account for Florida Power & Light Company's and Gelf Power Company's system cost differential prior to lummary 1, 2022. The Transition Rider rates are set to be effective for the billing period of lummary through Documber and satably adjusted on an annual basis for a 5-year term.

For non-deriund rate schedules, the applicable morally credit or charge rates shall be applied to the customer's total kWh. For Damaid rate schedules (unless otherwise specified), the Transition Richer credit or charge shall be applied consistent with the Base Demand Charge or On-Peak Demand Charge as specified by the rate schedule. For Rate Schedules CLC-1, the Transition Richer credit or charge shall be applied to the customer's On-Peak domand. For Rate Schedules SSI-1 and ESSI-1, the Transition Richer Reservation Demand credit or charge (RICX) and Only Demand credit or charge (DICX) shall be applied to the On-Peak Standby Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge Se such rate schedule.

(Continued on Short No. 8 033)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Fifty-Fifth Revised Sheet No. 8.101 Cancels Fifty-Fourth Revised Sheet No. 8.101

#### GENERAL SERVICE - NON DEMAND

## RATE SCHEDULE: GS-1

# AVAILABLE:

In all areas served.

# APPLICATION

For electric service required for general service or industrial lighting, power and any other purpose with a demand of less than 25 kW.

# SERVICE:

Single phase, 60 hertz and at any available standard distribution voltage. Three phase service will be provided without additional charge unless the Company's line automator policy is applicable therein. All service required on premises by Contoner shall be funnished through one mater. Results of service is not permitted becaused.

# MONTHLY RATE:

Base Charge: \$11.91

Non-Fuel Energy Charges:

Base Energy Charge 6.740¢ per MWh

Additional Charges:

General Service Load Management Program (if applicable), See Sheet No. 8 109
See Billing Adjustments section, Sheet No. 8 030, for additional applicable charges

Minimum: \$11.91 until billing system modifications are complete

\$25.00 after falling system modifications are complete

Non-Metered Accounts A Base Charge of \$3.96 will apply to those accounts which are billied on an estimated basis and, at

the Company's option, do not have an installed meter for measuring electric service. The

minimum charge shall be \$5.96.

# SPECIAL PROVISIONS

Energy used by commonly owned facilities of condominium, ecoperative and homeowners' associations may qualify for the residential rate schedule as set Soth on Short No. 8.211, Rider-CLI.

# TERM OF SERVICE:

Not less than one (1) billing period.

# BUILES AND REGULATIONS:

Sorrice 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Forty-Third Revised Sheet No. 8.103 Cancels Forty-Second Revised Sheet No. 8.103

# GENERAL SERVICE - NON DEMAND - TIME OF USE

(OPTIONAL)

# RATE SCHEDULE: GST-1

# AVAILABLE

In all areas served.

## APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose with a demand of less than 25 kW. This is an optional rate available to General Service - Non Demand customers upon request subject to availablity of meters.

# SERVICE

Single phase, no harte and at any available standard distribution voltage. Three phase service will be provided without additional charge unless the Company's lane extension policy is applicable thereto. All service required on premises by Customer shall be famished through one meter. Resale of service is not permitted hereunder.

# MONTHLY RATE.

Base Charge: \$11.91

Non-Fuel Energy Charges Cn-Peak Period Off-Peak Period A200c per kWh 4200c per kWh

Additional Charges:

General Service Load Management Program (of applicable), See Sheet Sci. 8.100 See Dillog Administrato section, Sheet No. 8.000, for additional applicable charges.

Minimum: \$11.91 until billing system modifications are complete

\$25.00 after billing system modifications are complete

Institul service under this cute schedule shall begin on the first scheduled meter reading date following the installation of the time of use meter

# RATING PERIODS

On-Peak

Security: I. Brough March 31. Mondays through Fridays during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thanksgoving Day, Christmas Day, and New York's Day.

April 1 through Debobyr 31. Mondays through Fridays during the hours from 12 toom EST to 9 p.m. EST exchaling Memorial Day, Independence Day, and Labor Day.

Off-Peak

All other boors.

(Continued on Sheet No 8 104)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Fifth Revised Sheet No. 8.104 Cancels Fourth Revised Sheet No. 8.104

(Continued from Sheet No. 8.103)

# TERM OF SERVICE

Initial service under this rate schedule shall be not less than one (1) billing period. Customer has the option to return to billing under Rate (19-1 upon request. However, a contract for not less than one year shall be required to renew (1971-1 billing if this option is exercised. Customer may fulfill this contract by paying to the Company the remaining differential in the Base Charge for the balance of the 12-month contract period. This payment may either be an a lump sum or spread over the remaining months in the contract period.

# 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 coeffect between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rutes, Cost of Service and Systems

Fiftieth Revised Sheet No. 8.105 Cancels Forty-Ninth Revised Sheet No. 8.105

## GENERAL SERVICE DEMAND

# RATE SCHEDULE: GSD-1

# AVAILABLE

In all areas served.

# APPLICATION:

For electric service supared for general service or industrial lighting, power and any other purpose with a measured Demand of at least 25 kW and less than 500 kW. Customers with a Demand of less than 25 kW may enter an agreement for service under this schodule boottom a Demand Charge for a minimum of 25 kW.

## SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Costoner shall be flamished through one motor. Reside of service is not permitted becoming:

## MONTHLY BATE:

Base Charge: \$28.17

Demand Charges:

Base Demand Charge \$10.61 per kW

Non-Ford Energy Charges

Base Energy Charge 2.362¢ por kWh

## Additional Charges:

General Service Load Management Program (if applicable), See Short No. 8.109 See Hilling Adjustments section, Short No. 8.030, for additional applicable charges

Minimum. The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand loss than 25 kW who have entered an agreement for service under this schodule, the minimum charge shall be the Base Charge plus 25 kW times the Base Demand Charge, therefore the minimum charge is \$293.42.

# DEMAND

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's gradest use during the month as adjusted for power factor.

# TERM OF SERVICE:

Not less than one year

# BUILES AND RECKLATIONS:

Service under this schedule is subject to unless of governmental holies 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.106 Cancels Original Sheet No. 8.106

## ELECTRIC VEHICLE CHARGENG INFRASTRUCTURE BIDER TO GENERAL SERVICE DEMAND (OPTIONAL PILOT PROGRAM)

# RATE SCHEDULE: GSD-1EV

#### AVAILABLE:

In all areas served. Service under this rider shall terminate five years from January 1, 2021, unless extended by order of the Florida Public Service Commission ("FPSC"), or terminated earlier by the Company upon notice to the FPSC.

# APPLICATION:

For electric service required for the purpose of general service or industrial public electric vehicle charging with a measured Demsed greater than or equal to 25 kW and less than 500 kW. Eligible charging installations must be accessible to the public for general service or general use.

## SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises for electric vehicle charging will be furnished through a dedicated meter

## MONTHLY RATE:

All rates and charges under Rate Schedule GSD-1 shall apply:

## DEMAND:

The Demand in the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 'N-minute period of Customor's greatest use during the month as adjusted for power factor. In no month shall the billed domand be greater than the value in kW determined by dividing the kWh sales for the billing month by '75 hours per month.

# TERM OF SERVICE:

Not less than one year.

# 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Forty-Fifth Revised Sheet No. 8.107 Cancels Forty-Fourth Revised Sheet No. 8.107

# GENERAL SERVICE DEMAND - TIME OF USE

(OPTIONAL)

# RATE SCHEDULE, OSDT-1

## AVAILABLE

In all areas served.

# APPLICATION

For electric service required for general service or industrial lighting, power and any other purpose with a measured Demand of at last 25 kW and less than 250 kW. Cooksman with Demands of less than 25 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 25 kW. This is an optional rate available to General Service Demand customers upon request subject to availability of motors.

## SERVICE

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Contoner shall be flumished through one meter. Results of service is not possitted himsunder.

## MONTHLY RATE

Base Charge: \$28.17

Demand Charges:

Blase Demand Charge \$9.95 per kW of Demand occurring during the On Posk period.

Moomum Demand Charge \$0.66 per kW of Maximum Demand.

Non-Faul Energy Charges One-Peak Period Off-Peak Period Base Energy Charge 3.05ke per kWh 1.274e per kWh

Additional Charges:

See Billing Adjustments section, Sheet No. 8,930, for additional applicable charges.

Minimum. The Bose Charge plus the charge for the currently efficuive Bose Dannach. For those Capterness with a Dannach of less than 25 kW who have entered an agreement for service tasks this schedule, the minimum charge shall be the Base Charge plus 25 kW times the Base Demand Charge, therefore the minimum charge is \$276.92.

# BATTNG PERIODS

On-Peak:

Sovember I through Merch 31: Mondays through Pridays throug the bours from 0 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST webshing Thereburying Day, Claristina Day, and New Yoar's Day.

April I through October 11: Mondays through Fridays during the hours from 12 room EST to 9 p.m. EST excluding Memorial Day, independence Day, and Labor Day.

Off-Peak:

All otherhous.

(Continued on Sheet No. 8.108)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Fifth Revised Sheet No. 8.108 Cancels Fourth Revised Sheet No. 8.108

#### (Continued from Sheet No. 8.107)

#### DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

#### MAXIMUM DEMAND

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems. For the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

## TERM OF SERVICE

Not less than one year.

#### 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Fifth Revised Sheet No. 8.109 Cancels Fourth Revised Sheet No. 8.109

#### GENERAL SERVICE LOAD MANAGEMENT PROCRAM (BUSINESS ON CALL®PROGRAM)

#### RATE SCHEDULE: BOC

## AVAILABLE:

Available only within the geographic areas served by the Company's Load Management system.

#### APPLICATION:

To customers receiving service under Rate Schodules GS-1 and GSD-1 who deat to participate in this program, who utilize direct exponsion control electric air conditioning and have operating hours that include 3 p.m. EST to 6 p.m. EST a minimum of four weekdays per week.

#### SERVICE

The same as specified in Rate Schedules GS-1 and GSD-1.

#### LIMITATION OF SERVICE:

The same as specified in Rate Schedules GS-1 and GSD-1. Central electric air conditioning equipment shall be interrupted at the option of the Company by means of load management equipment installed at the participant's premises.

#### MONTHLY BILL CREDIT

Participants receiving service under this schedule will receive a Monthly Bill Cradit of \$2.00 per ton of air conditioning for the months of April – Ontober. The air conditioning terrage will be calculated by dividing the transplate BITU rating by 12,000 BITUs per ton. The terrage will thus be counted to the reasest half-ton to calculate the monthly credit associat.

The total Monthly Bill Craft studi not exceed 40 percent of the applicable Rate Schedules GS-1 or GSD-1 non-find energy and (where applicable) Base Domand Charges actually increased for the month and no craft will be applied to reduce the minimum bill specified on Rate Schedules GS-1 or GSD-1.

## INTERRUPTION SCHEDULE:

The participant's central electric air conditioning squapment may be interrupted for 15 minutes during any 30-minute period with a cumulative interruption time of up to 180 minutes per day. If this is unable to provide sufficient demand reduction to avent un emergency situation, the equipment interruption may be interrupted for 17.5 minutes during any 30-minute period with a cumulative interruption time of up to 210 minutes per day.

The limitations on interruptions shall not apply during emergencies on the Company's system or to interruptions caused by force majorie or other causes beyond the control of the Company. The Company at its discretion may also perform imemptions for readiness testing purposes.

(Continued on Sheet No. 8 110)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 8.110 Cancels First Revised Sheet No. 8.110

(Continued from Sheet No. 8.109)

#### TERM OF SERVICE

A participant may discontinue service under this Rate Scholule by giving the Company seron (7) days advance notice. If the participant requests to be conceved from the program, then the participant will be analogible to re-participate again in the program for one year (12 prombs) them the participation ended.

#### SPECIAL PROVISIONS

- The Company shall not install load management equipment if the installation carnot be economically justified for reasons such as excessive installation costs, oversized undersized cooling equipment, abnormal inhibitation of equipment (including limited succupancy locations), or possity maintained againment.
- Billing under this schedule will commence upon the installation and completion of the required impections of the load management againment.
- If a participant has multiple usets of central air conditioning equipment, then all must be connected with load management expapement to qualify for the Monthly Bill Credit. In such circumstances, total tons of cooling equipment will be used to determine the total Monthly Bill Credit.
- 4. Installation of the Company's load management equipment in the participant's facility is the sole responsibility of a licensed, independent contractor or Company representative. The participant agrees that the Company will not be liable for any damages or injuries that may occur as a result of the interruption or restoration of electric service pursuant to the terms of this Rate Schedule.
- 5. If the Company determines that the participant no longer uses the opigenest signed up for the Program, or the opigenest is disconnected or not communicating, then the Company shall discontinue service under this schedule and has the right, at the Company's sole discretion, to remove the associated lead management equipment.
- 6. The participant is required to give the Company and the licensed, independent contractor reasonable access for installing, maintaining, testing and removing the Company's load management opagement, and for verifying that the equipment officetrody controls the participant's equipment as intended by this Rate Schedule. Failure to provide access will result in the fermination of participation until such access (agranted.)
- 7. If the Company determines that the effect of agaptment interruptions has been offset by the participant's use of supplementary or alternative electrical equipment, then service under this schedule may be discontinued and the participant may be falled for all prior Monthly Bill Credits received by the participant from an established date upon which supplementary or alternative electronal equipment was used. If such a date cannot be established, then relilling shall be for the Monthly Bill Credits received by the participant for the lesser of the number of months receiving service rander this Rate Schedule or the previous twiste (3.2) assents. The participant will be inedigible to participant in the program for involve (3.2) months from the time that participation was terminated.
- 8 If the Company determines that its lead management egapteent on the puricipant's premises has been rendered ineffective by the use of mechanical, electrical or other devices, disconnection or other interfaceal actions ("tempering") by the participant, then the Company may disconnective that participation in the program and full for all expenses involved in removal of the load management equipment, plus applicable to estagative charges. The Company may reball all prior Monthly Bill Coolits received by the participant from an established tempering date. If such a date counse by established, then reballing shall be for the Monthly Bill Coolits received by the participant for the lasser of the number of months receiving service under this Rate Schedule or the process twelve (12) mentles. If the Company temments the participant, then they will be ineligible to participate in the program for twelve (12) mentles.

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: July 7, 2020

Thirteenth Revised Sheet No. 8.120 Cancels Twelfth Revised Sheet No. 8.120

#### NON-STANDARD METER RIDER - NSMR (OPTIONAL)

#### RIDER: NSMR.

#### AVAILABLE

In all areas served.

#### APPLICATION

This Rider is available to continuous who clear non-standard non-communicating restor service in lieu of the standard communicating smart meter service ("Opt-Out Customer"). This is an optional Rider available to customers served under a standard or optional rate schedule for which a communicating smart meter is the standard meter service. Customers who full to provide reasonable access to premies replacement of the non-standard non-communicating meter with a standard communicating smart meter, or otherwise prevent replacement of the non-standard non-communicating meter with a standard communicating smart meter, or otherwise prevent replacement of the non-standard non-communicating meter with a standard communicating structure shall be descended have detected to take service under Rider NSMR, provided they are not probabiled from doing to passuant to the "Limitation of Service" provision of this NSMR. Service under this schedule shall be provided with a non-communicating meter of the Company's choice.

#### SERVICE

The same as that specified in the Opt-Out Contomer's otherwise applicable rate schedule.

#### LIMITATION OF SERVICE

This Rider is available to customers who have not tampared with the electric meter service or used service in a fraudated course. Additionally, any Customer who has refused or currently refuses to provide safe and reasonable access to their premises to FPL, its employee, or its authorized agents, or has committed an act of violence or threatened an act of violence against FPL, its employee, or its authorized agents, will be burned from initially electring to take service paramet to this Sider. Any Customer currently taking service paramet to this Rider who tampers with the electric meter or use service in a threatened or manthorized manner, refuses to previde safe and reasonable access to their premises to FPL, its employee, or its authorized agents, commits an act of violence or threatens an act of violence against FPL, its employee, or its authorized agents, to their premises to fire allocations.

#### CHARGES

All charges and provisions of the Opt-Out Customer's otherwise applicable rate schedule shall apply. In addition, customers who elect service under this Rider will be charged an Estellment For and a recurring Mentily Surcharge. The Errollment For consists of an initial harm-sum payment.

Enrollment Fee: \$89.00 Monthly Surcharge: \$13.00

#### TERM OF SERVICE

Not less than one (1) billing period.

## SPECIAL PROVISIONS

Customers otherwise eligible at premises where FPL has intended to deploy amout maters who have not received a mout mater and have (a) actively enrolled in the NSMR program during the enrollment period and have been decread to have destect to take the non-standard service under the optional rate, will have a grace period of 45 days obtaining the initial billing of NSMR charges to contact FPL cogniting cancellation of service under NBMR and accept installation of a standard communicating meter. NSMR charges that have been hilled (Euroliment Fee and Monthly Surcharge) will be waived after installation of the standard communicating meter.

A replacement for a non-standard meter may not be readily available should our require maintenance. Service under this Rider may require the temporary installation of a standard communicating mater in order to maintain electric service to the premise. Uniter recently episting conditions the use of a temporary standard enter should not exceed one full billing period. If the customer who is taking service pursuant to the NSMR tariff is required to have the standard custor for more than one full billing cycle, FPL will suspend the Monthly Strehungs until a non-standard extent is mobiled.

Customers taking service under this Rider relocating to a new premise who wish to continue service under NSMR are negated to support new service under the Rider including payment of the Errollmant Fee at the year primities. Customers who consel service under this Rider and then later re-creed) for this service at any location would also be required to subset another Errollmant Fee.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

(Continued from Sheet No. 8.120)				
RULES AND REQUIATIONS				
Service under this Ricke is subject to orders of governmental bodies having annulection and to the currently officure "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schodule and said "General Rules and Regulations for Electric Service" the provision of this schodule shall apply.				
Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022				

Original Sheet No. 8.120.1

Twenty-Third Revised Sheet No. 8.122 Cancels Twenty-Second Revised Sheet No. 8.122

#### GENERAL SERVICE CONSTANT USAGE

## RATE SCHEDULE: GSCU-1

## AVAILABLE.

In all areas served.

## APPLICATION:

Available to General Service - Non Demand customers that assurant a relatively constant kWh usage, and a demand of less than 25 kW. Eligibility is restricted to General Service customers whose Maximum kWh Per Service Day, over the current and prior 23 months, is within 5% of their average monthly kWh per service days calculated over the same 24-month period. This is an optional Rate Schedule available to General Service customers upon request.

## SERVICE:

Single phase, 60 hertz and at any available standard distribution voltage. Resale of service is not permitted hereunder.

## MONTHLY RATE:

Base Charge: \$16.25

Non-Foel Energy Charges:

Base Energy Charge 4.079¢ per Constant Usage kWh

Additional Charges:

See Hilling Adjustments section, Short No. 8 030, for additional applicable charges.

## TERM OF SERVICE:

Not less than one (1) billing period.

## DEFINITIONS:

kWh Per Service Day - the total kWh in billing month divided by the number of days in the billing month.

Maximum kWh Per Service Day - the highest kWh Per Service Day experienced over the current and prior 23 month

hilling periods Constant Usage EWh - the Maximum EWh Per Service Day multiplied by the number of service days in the

current hilling period.

(Continued on Sheet # 123)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.123

(Continued from Short 8.122)

## SPECIAL PROVISIONS:

Should the customer's Micromum kWh Per Service Day exceed 105% of the average of the monthly kWh per service days calculated over the same 24-worsh period, the account will be transferred and billed under the OS-1 Rate Schedule.

## RULES AND REGULATIONS

Service under this Rate 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

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

Fifty-Eighth Revised Sheet No. 8.201 Cancels Fifty-Seventh Revised Sheet No. 8:201

## RESIDENTIAL SERVICE

## RATE SCHEDULE: RS-1

#### AVAILABLE

In all areas served.

#### APPLICATION:

For service for all demestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8 211, Rider CU.

## SERVICE:

Single phase, 60 hertz at available standard distribution voltage. Three phase service may be furnished but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

#### MONTHLY BATTE

Base Charge: \$8.99

Non-Fuel Charges

Base Energy Charge:

First 1,000 kWh 6.683¢ perkWh All additional kWh 7.683¢ perkWh

Additional Charges:

Residential Load Management Program (if applicable), See Sheet No. 8.217 See Billing Adjustments section, Sheet No. 8 (030), for additional applicable charges.

Minimum: \$8.99 until hilling system modifications are complete

\$25.00 after billing system modifications are complete

## TERM OF SERVICE:

Not less than one (1) billing period.

## 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 Roses and Regulations for Electric Service" the provision. of this schedule shall upply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.202 Cancels Original Sheet No. 8.202

#### RESIDENTIAL/COMMERCIAL FIXED RATE

## RATE SCHEDULE FLAT-1

#### AVAILABLE:

In all areas served. Available to existing Fixed Rate customers in the former Gulf Power service area as of January 1, 2022. Will be available to all new enrollments once billing system modifications are complete.

#### APPLICATION:

To custosters in good credit standing, who have valid billing information for service pursuant to either Rate Schedule RS-1 or Rate Schedule GS-1 at their current premise for the twelve-month period immediately preceding the offer, excluding temporary service, are eligible to request the FLAT-1 rate.

#### SERVICE:

Single phase, 60 hertz at available standard distribution voltage. Three phase service may be furnished but only under special arrangements. All service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder. Customers with multiple meters on one account or who subscribe to the Non-Standard Meter Rider are not eligible. Customers may not participate in both Feed Rate and Hudget Billing.

## BILL FORMULA:

Annual Bill = Estimated Arexael Base Charge = {[Estimated Annual kWh X (Estimated Energy cents/kWh + Estimated Billing Adjustments cents/kWh] X (1 + Risk Adder)]

Each Customer's annual hill is specific, or unique, to that customer

Monthly Bill - Annual Bill / 12

The Company periodically reviews the routes by which customers' meters are read to ensure they are in line with traffic patterns and efficiency goals. If a customer's neighborhood is reviewed, the date on which the customer's meter is read may change. Should this happen, the customer may see an adjustment in the Fixed Rate amount for the next billing period. This adjustment only reflects a change in the number of days in this billing period and the customer will continue to receive the customer's regular Fixed Rate amount after this adjusted billing.

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges that would be applicable for service taken under Rate Schedule RS-1 or Rate Schedule GS-1.

#### DEFINITIONS:

Estimated Annual Base Charge — The estimated monthly base charge for Rate Schedule RS-1 or Rate Schedule GS-1, an applicable, multiplied by 12.

Estimated Annual kWh - Customer's expected annual energy consumption is calculated based on the customer's historical metered usage adjusted for normal weather and consumption changes in customer behavior.

Estimated Energy cents/kWh – The estimated base rate energy charges for Rate Schedule RS-1 or Rate Schedule GS-1, as applicable.

Estimated Billing Adjustments contributed Fishmated Billing Adjustment Clause and Storm charges for Rate Schedule RS-1 or Rate Schedule RS-1, as applicable.

(Continued on Short No. 8 202.1)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.202.1

(Continued from Sheet No.8 202)

#### DEFINITIONS (Continued):

Risk Adder - The adder is used to compensate the Company for the risk associated with weather-related consumption as well as the risk associated with the non-weather impacts. This adder will not exceed 5%.

Normal Weather - Based on seasonal heating degree-days and cooling degree-days.

Applicable Removal Charges - Any difference between actual usage billed on Rate Schedule RS-1 or Rate Schedule GS-1, as applicable, and the amount collected under Fixed Rate

## TERM OF CONTRACT:

Service under this schedule shall be for a period of not less than one year.

All eligible Fixed Rate offers will be updated with their previous year consumption, and contracts will automatically renew for the following year, unless the customer notifies the company otherwise.

A customer who withdraws from the program prior to the end of the 12-month contract period, Applicable Removal Charges will apply.

If a participating customer moves from their current residence before the 12 month Service Agreement period expires, Applicable Removal Charges will apply.

If a customer becomes delinquent in a Fixed Rate payment, the Company will follow standard procedures for Standard Residential Tariff customers. If the customer is disconnected for nonpayment, the customer will be removed from the Fixed Rate program and Applicable Removal Charges will apply

The Company reserves the right to terminate the customer's Fixed Rate program Service Agreement if the customer's total Actual Energy Usage exceeds their Total Estimated Fixed Rate kWh Usage by at least 30% for at least three consecutive months. If the customer is removed from the Fixed Rate program due to excessive usage, Applicable Removal Charges will apply. The Company will notify the customer in advance if they are at risk of being removed from the program due to excessive usage.

The Company shall have the discretion to waive any of the foregoing charges that would otherwise apply as a consequence of significant damage to a Fourd Rate customer's premise caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

## DEPOSIT

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

## 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Thirteenth Revised Sheet No. 8,203 Cancels Twelfth Revised Sheet No. 8,203

#### RESIDENTIAL TIME OF USE RIDER - RTR-1 (OPTIONAL)

#### RIDER: RTR-1

#### AVAILABLE:

In all sreas served.

## APPLICATION

For service for all distrestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Castoner (i.e., garages, water pumps, etc.). Also for service to commonly-ownedfacilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU. This is an optional rider available to residential customers served under the RS-1 Rate Schedule subject to availability of meters. Customers taking service under RTR-1 are not eligible for service under Rate Schedule ROC.

#### SERVICE

Single phase, 60 hertz at available standard distribution voltage. Three phase may be supplied but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resule of service is not permitted becomiser.

Install service under this rate schedule shall begin on the first scheduled meter reading date following the installation of the time of use meter. The Customer's first bill will reflect the lesser of the charges under Rate Schedule RS-1 or RTR-1.

## MONTHLY RATE:

All rates and charges under Rate Schedule RS-1 shall apply. In addition, the RTR-1 Base Energy and Fuel Charges and Credits Billing Adjustments applicable to on and off peak usage shall apply.

Base Charge: \$8.99

RTR Base Energy: Charges Credits: On-Peak Period Off-Peak Period (5.267)e per kWh (5.267)e per kWh

Additional Charges/Credits:

See Billing Adjustments section, Sheet No. 8 030, for additional applicable charges.

Miramum: \$8.99 umi billing system modifications are complete \$25.00 after billing system modifications are complete.

### RATING PERIODS:

On-Peak

November 1 through March 31. Mondays through Fridays during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thinksgiving Day, Christmas Day, and New Year's Day.

April 1 through Octuber 31: Mondays through Fridays during the hours from 12 noon EST to 9 p.m. EST excluding Monorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours

(Continued on Sheet No. 8.204)

Issued by: Tilliany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

First Revised Sheet No. 8.204 Cancel Original Sheet No. 8.204

(Continued from Sheet No. 8 203)

## TERM OF SERVICE.

Initial service under this rate schedule shall be not less than one (1) billing period. Customer has the option to return to billing under Rate RS-1 upon request. However, a contract for not less than one year shall be required to renew RTR-1 billing if this option is econosed. Customer may faitful this contract by paying to the Compony the remaining differential in the Base Charge on Rate Schedules RS-1 and RTR-1 for the balance of the 12-month contract period. This payment may either be in a lump sum or spread over the remaining months in the contract period.

## 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Third Revised Sheet No. 8.211 Cancels Second Revised Sheet No. 8.211

#### COMMON USE FACILITIES - REDER CU

## AVAILABILITY

Its all areas served

## APPLICATION:

To provide for the application of residential rates for energy used in the common dements of residential conformation, residential cooperatives, as well as the contrast area of residential homeowners' associations.

#### LIMITATION OF SERVICE

The Costomer must demonstrate to the Company compliance with the following criteria:

#### Condominium and Cooperatives:

100% of the energy is used exclusively for the co-owners' benefit.

None of the energy is used in any endeavor which sells or rents a commodity or provides a service for a fee.

Each point of service is separately metered and billiot.

A sesponsible logal entity is established as the oustoner to whom the Company can render its bills, and receive payment for said service.

#### Homowners' Associations.

100% of the energy is used endissively for the number homeowners' benefit.

None of the energy is used in any endower which sells or sents a commodity or provides a service for a fire.

Each point of service is separately metered and billed.

A responsible ligal entity is established as the customer to whom the Company can runder its fills, and receive payment for said service.

Membership in the homowness' association which controls and operates the common facilities is required as a condition of property ownership in the subdivision, and such requirement arises from restrictions of record which are set out or incorporated by refusince on such member homowner's dead.

Such restrictions require each member homeowner to pay his ber proportionate share of the costs of operating and measuring the common facilities. This obligation to pay must be enforceable by placement of a lien on the member homeowner's property and by foreclosure for non-payment of such liens.

The homeowners associations are compared of persons owning configuras left in a planted development, and the continuity owned facilities are located within the development.

## BULES AND REGULATIONS:

Service under this rider 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 rider and said "General Rules and Regulations for Electric Service", the provision of this rider shall apply.

Issued by: Tiffany Coben, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 8.213

#### RESIDENTIAL ELECTRIC VEHICLE CHARGING SERVICES RIDER PILOT (OPTIONAL)

#### RATE SCHEDULE: RS-JEV

#### AVAILABLE

In all areas served. This optional rider ("Rider") is available on a voltestary basis to maidmental Customers who desire an in-home electric vehicle charging service ("Service") through the metallation of Company served, operated, and maintained electric vehicle charging equipment, including a Level 2 charge ("Equipment"). This Rider shall continue to be provided under the effective date of this program, unless extended by approval of the FPSC. Service under the Rider shall continue to be provided under the turns specified in the Optional Residential Electric Vehicle Charging Agreement ("Agreement") that is in effect at such time as the Rider expuss. No new Agreements may be executed following the expiration of this Rider.

## APPLICATION:

Service in provided through the installation of Egapment by the Company at the Customer's premise in accordance with Scope of Services set forth in the Agreement. The Customer will have the option to select a Full Installation or Equipment Only Installation Service officing.

#### LIMITATION OF SERVICE:

Installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and will continue to be accessible and stable. Service shall be limited to Customers with no delinquent belances with the Company that own and reside in a single-family home or townhome with an attached garage that is a piemise already being served at the RS-1 rate schedule. The Company will own, operate and maintain the Equipment for the term of the Agreement. The Company reserves the right to entered y control charging session schedules and/or curtail the energy delivered by the Equipment.

#### MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate, and provide maintenance to the Equipment included in the Monthly Service Payment. The Monthly Service Payment under this Riche is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges. The Customer will have the option to select a Full Issualization of Equipment Only Installation Service officing where the corresponding installation costs are included as part of the Monthly Program Charge. The total Monthly Service Payment is usual to the sum of the fixed Monthly Program Charge + Monthly Off-Peak Energy Charge as follows:

Monthly Program Charge	Full Installation \$25.57	Equipment Only Installation \$18.41
Monthly Off-Peak Energy Charge	\$12.73	512.73
Total Monthly Sorrice Payment	538.30	531.14

For energy used exclusively for electric vehicle charging, the following charges and rates shall apply:

EV Energy Charges Credits: On-Peak Period Off-Peak Period Francy Charge 22 87e per kWh N/A.

(Continue on Sheet No. 8.214)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.214

#### (Continued from Sheet No. 8.213)

## RATING PERIOD:

On Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thurse-griving Day, Christmas Day, and New Year's Day.

April 1 formult October 31: Mondays through Fridays during the hours from 12 noon EST to 9 p.m. EST excluding Memorial Day, Independence Ony, and Labor Day.

Off-Peak

All other hours.

#### METERING:

Sub-motering at the Level 2 charger shall be performed thereby allowing the Company to perform the electric vehicle charging and all other usage billing calculations in accordance with the applicable monthly rates.

#### TERM OF SERVICE:

The term of Service will be set furth in the Agraement. At the end of the term of Service, the ownership of the Equipment shall transfer to the Customer.

## PROVISIONS FOR EARLY TERMINATION.

Customer has the right to terminate the Agreement for its convenience upon written notice to Company on at least thirty (30) days prior notice. Termination for will be unressed in accordance with the Agreement.

#### RULES AND REGULATIONS:

Service under this Rider is subject to orders of governmental bodies having paradiction 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 Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 8.217 Cancels First Revised Sheet No. 8.217

#### RESIDENTIAL LOAD MANAGEMENT PROGRAM (RESIDENTIAL ON CALL\*PROGRAM)

#### RATE SCHEDULE: ROC

#### AVAILABLE:

Available only within the geographic arms served by the Company's Load Management System.

#### APPLICATION:

To onswere secriving service under Rate Schedule RS-1 who elect to participate in this program and who utilize central electric air conditioning.

The following electric appliances are digible central air conditioners, contral hasters, committed water heaters (excludes tarkless/instantaneous, solar, heat pump, and heat recovery unit water heaters), and ownnessing pool pumps. All new program participants as of October 31, 2020 must include electric air conditioners. If the participant's system also has a central electric hoster, this must also be included, including of water heaters and ownnessing pool pumps is optional. Prior program-participants' appliance selections and eligibility requirements remain unchanged. Participants who soit the program and later rejoin will be solyect to the participation requirements in effect at that time.

This Rate Schodule is not applicable for service to commonly-owned facilities of condominum, occupantive or homocowness' associations.

#### SERVICE

The same as specified in Rate Schedule RS-1.

#### LIMITATION OF SERVICE

The same as specified in Rate Schedule RS-1. Participant's premise must be occupied for at least 9 months of the year. The participant-selected electrical applicances shall be interrupted at the option of the Computy by means of lead management apapment installed at the participant's premise.

#### TERM OF SERVICE

A participant may charge: (i) their interruption option (from Cycle to Shed only), (ii) the selection of appliances, or (iii) discentinue service ander this Rate Scharkile by giving the Company arvan (?) thay advance notice. If the participant requests to have one or more appliances removed from participates in the program, such appliance(s) will be incligable to re-participate again for one year (12 months) from the time participation ended.

## MONTHLY BILL CREDIT

Participants receiving service under this Rate Schedule will receive a Monthly Bill Credit as follows:

Appliance	Applicability	Monthly Bill Credit \$6.00	
Central Electric Air Conditioner	April - October		
Central Electric Hoster	November - March	\$2.75	
Conventional Electric Water Heater	Year-Round	\$1.50	
Swimming Pool Parmy	Year-Roand	\$1.50	
Prior Factorparts Ordy (Cycling) - Central Electric Air Conditioner	April - October	\$3.50	
- Central Electric Hisater	November - March	\$2.00	

The total Monthly Bill Credit shall not exceed 40 percent of the Rate Schedule RS-1 "Base Energy (Turge" actually incurred for the month (if the Bodget Billing Plan is selected, actual energy charges will be utilized in the calculations, not the levelized charges) and no credit will be applied to reduce the minimum bill specified on Rate Schedule RS-1.

(Continued on Short No. 8.218)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: July 7, 2020.

Third Revised Sheet No. 8.218 Cancels Second Revised Sheet No. 8.218

#### (Continued from Sheet No. 8 217)

#### INTERRUPTION SCHEDULE:

Appliance	Interruption Schedule		
Central Electric Air Conditioner.	Up to 180 minutes per day		
Central Electric Space Heater	Up to 180 minutes per day		
Convention Electric Water Heater	Up to 240 mimitus per day		
Swittman, Pool Pump	Up to 240 minutes per day		
Prior Participants Only (Cycling Only) - Control Electric Air Conditioner	15 minutes per 30-minute period/sumdative interruption up to 180 minutes per day.  If minutes to provide sufficient demand reduction to avert an amagency situation, may increase to 17.5 minutes per 30-minute period/cumulative interruption up to 210 minutes per day.		
- Central Electric Sensor Heater	1.5 minutes per 30-minute period / cumulative intermetion up to 180 minutes per dev		

The limitations on interruptions shall not apply during energencies on the Company's system or to interruptions caused by force majoure or other causes beyond the control of the Company. The Company at its discretion may also perform interruptions for readiness testing purposes.

#### SPECIAL PROVISIONS

- The Company shall not install load management apagement of the installation current be economically justified for seasons such as excessive installation costs, oversized understand heating or occlude equipment or alternal inflication of equipment, (including vacation or other larged occupancy residences).
- Billing under this Rate Schedule will commune upon the installation and completion of required impactions of the load management opapment.
- If a customer has multiple units of the same appliance type than at least two quality for the Monthly Bill Credit attributable to that appliance type. In such circumstances, only a single Monthly Bill Credit for that appliance type will be applied per premise.
- 4. Installation of the Company's load management equipment at the participant's promise is the sole responsibility of a licensed, independent contractor or Company representative. The participant agrees that the Company shall not be hable for any damages or imprise that may occur as a result of the intemption or restoration of electric service paragent to the terms of this Rate Schoolide.
- If the Company determines that the participant no longer uses one or more of the appliances signed up for the program, or the equipment is disconnected or not communicating, then the Company shall discontinue the associated Monthly Bill Credits and has the right, at the Company's sole discretion, to remove the associated lead management equipment.
- 6. The participant is required to give the Company and the horsest, independent contractor reasonable access for installing, maintaining, toxing and removing the Company's load management expansion, and for verifying that the equipment effectively controls the participant's appliances as intended by this Rate Scheckle. Failure to provide access will result in the numeral of the affected appliances from the program or full participation termination until such access is granted.
- 7. If the Company determines that the effect of equipment interruptions has been effect by the participant's use of supplementary or alternative electrical equipment, then service under this Rate Schodule may be discontinued and the participant billed for all prior Shootily Bill Credits received under this Bate Schodule from an established date upon which supplementary or alternative electrical equipment was used. If such a date carnot be established, then rabilling shall be for the Monthly Bill Credits received by the participant for the lesser of the number of months receiving service under this Rate Schodule or the process twelve (12) months. The participant will be ineligible to participate in the program for twelve (12) months from the time their participation was terminated.
- 8 If the Company determines that its load management equipment at the participant's pursue has been undered ineffective by manhanucal, electrical or other devices, disconnection or other intentional actions ("tamposing") by the participant, then the Company may discontinue their participation in the program and bill for all expenses involved in minoral of the load management equipment, plus applicable investigative charges. The Company may refull all prior Montlely Bill Credits received by the participant from an established tempering due. If such a date cannot be established, then refulling of the Montlely Bill Credits shall be for the losser of the number of montles receiving service under this Rate Schedule or the provious tweive (12) montles. If the Company terminates the participant, then they will be ineligible to participate in the program for bodye (12) montles from the time their participates was terminated.

based by: Tiffany Cohen, Director, Rates and Tariffa

Effective: July 7, 2020

Thirty-Ninth Revised Sheet No. 8.310 Cancels Thirty-Eighth Revised Sheet No. 8.310

#### GENERAL SERVICE LARGE DEMAND

## RATE SCHEDULE: GSLD-1

## AVAILABLE:

In all areas served.

## APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Costonier with a measured demand of at least 500 kW and less than 2,000 kW. Costoniers with demands of less than 500 kW may enter an agreement, for service under this Rate Schoolade based on a Demand Charge for a minimum of 500 kW.

#### SERVICE

Single or three phase, 66 hertz and at any available standard distribution voltage. All service required on primises by Customer shall be flumished through one mater. Reside of service is not permitted humander.

#### MONTHLY RATE:

Hase Charge: \$83.32

Demand Charges

Base Demand Charge 512.78 per kW of Demand

Non-Fuel Energy Charges:

Base Energy Charge 1.840e perkWh.

Additional Charges:

See Billing Adjustments section, Sheet No. 8 030, for additional applicable charges.

Minimum: The Base Chargo plus-the charge for the currently effective Base Demand. For those Customers with a Demand of Jase than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Clurge plus-500 kW times the Base Demand Charge; therefore the minimum charge is \$6,473.32.

#### DEMAND:

The Demand is the kW to the nearest whole kW, as deturmined from the Company's motoring equipment and systems, for the 30minute period of Customer's greatest use during the month as adjusted for power factor.

#### TERM OF SERVICE.

Not less than one year

#### RULES AND REGULATIONS:

Service maker this schedule is subject to orders of governmental bodies having junisholies and to the connective "General Rules and Regulations for Electric Service" on the with the Florida Public Service Commission. In case of conflict between any provision of the subschile and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.311 Cancels Original Sheet No. 8.311

## ELECTRIC VEHICLE CHARGING INFRASTRUCTURE RIDER TO GENERAL SERVICE LARGE DEMAND (OPTIONAL PILOT PROGRAM)

## RATE SCHEDULE: GSLD-1EV

## AVAILABLE:

In all areas served. Service under this rider shall terminate five years from January 1, 2021, unless extended by order of the Florida Public Service Commission ("FPSC"), or terminated earlier by the Company upon notice to the FPSC.

#### ASSISCATION:

For electric service required for the purpose of general service or industrial public electric vehicle charging with a measured demand of 500 kW and less than 2,000 kW. Eligible charging installations must be accessible to the public for commercial or general use.

#### SERVICE.

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises for electric vehicle charging will be famished through a dedicated meter.

#### MONTHLY RATE:

All rates and charges under Rate Schedule GSLD-1 shall apply:

## DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor. In no month, shall the billed demand be greater than the value in kW determined by dividing the kWh sales for the billing month by 75 hours per month.

## TERM OF SERVICE:

Not less than one year.

## 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fortieth Revised Sheet No. 8.320 Cancels Thirty-Ninth Revised Sheet No. 8.320

#### GENERAL SERVICE LARGE DEMAND - TIME OF USE (OPTIONAL)

#### RATE SCHEDULE GSLDT-1

#### AVAILABLE:

In all areas served.

#### APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Costomer with a measured demand of at least 500 kW and less than 2,000 kW. Customers with demands of Jess than 500 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 500 kW. This is an optional rate evaluable to General Sorvice Large Demand outcomers upon request subject to availability of meters.

#### SERVICE

Single or three phase, 60 herte and at any available standard distribution voltage. All service required on premises by Customer shall be figmished through resementer. Result of service is not permitted hereunder.

#### MONTHLY RATE:

583.32 Base Charge:

Detrond Charges

Base Demand Charger \$12.04 per KW of Demond occurring throug the On-Peak period.

Moornun Donard Charge 50.74 per kW of Maximum Danuard.

Non-Food Energy Chargos: Off-Paul: Potiod On-Pask Paried Base Energy Charge EWh 2.057¢ peck9/h 1.328e per kWb.

Additional Charges:

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for currently effective Base Demand. For these Customers with a Demand of Iost than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the flase Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is \$6,103.37.

## RATING PERIODS:

Neverther 1 through March 31: Mondays through Fridays during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST exchaling Thanksgiving Day, Christmas Day, and New Yoar's Day.

April 1 through October 21: Mondays through Fridays during the hours from 12 noon EST to 9 p.m. EST excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.321)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Third Revised Sheet No. 8.321 Cancels Second Revised Sheet No. 8.321

(Continued from Sheet No. 8.320)

## DEMAND

The Demand is the kW to the receive whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

#### MAXIMUM DEMAND:

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Contorner's greatest use during the roomb as adjusted for power factor.

#### TERM OF SERVICE

Not less than one year.

#### RULES AND RECULATIONS

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently officitive "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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Forty-Second Revised Sheet No. 8.330 Cancels Forty-First Revised Sheet No. 8.330

#### CURTAILABLE SERVICE (OPTIONAL)

(Closed Schedule)

#### RATE SCHEDULE: CS-1.

#### AVAILABLE

In all arise served.

#### APPLICATION:

For any general service or inclustrial Costumer who qualifies for Rate Schedule CSLD-1 (500 kW - 1,999 kW), will cust all this Demand by 200 kW or more upon request of the Company from time to firme, and as of January 9, 2018 was falong service pursoant to this schedule. Customers with domands of at least 200 kW but less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a maintain of 500 kW.

## SERVICE

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be famished through one mater. Resalt of service is not permitted herearder.

#### MONTBLY RATE:

Base Charge: \$113.11

Demand Charges:

Base Densed Charge: \$12.78 per kW of Demand

Non-Fuel Energy Charges

Base Energy Charge 1.840¢ per kWh

Additional Charges:

See Hilling Adjustments section, Short No. 8 030, for additional applicable charges.

Minimum. The Base Clustgo plus the charge for the currently effective Base Demand. For those Customers with a Demand of Iess than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 500 kW times the Base Demand Charge, therefore the minimum charge is \$6,501.11.

### CURTAILMENT CREDITS:

A monthly credit of (\$2.15) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once charing the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a charge to the Firm Demand may be made provided that the recision does not decrease the total amount of Non-Firm Demand through the lesser of (i) the average of the previous 12 months, or (ii) the average of the murder of billing months under this Bate Schoolde.

## CHARGES FOR NON-COMPLIANCE OF CURTARATIST DEMAND:

If the Costomer records a higher Demand during the current Curtailment Period than the Firm Demand, the Customer will be:

- 1. Rebilled at \$2.15 kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
- 2. Billed a penalty charge of \$4.60 kW for the current month.

The kW used for both the refulling and penalty charge calculations is determined by taking the difference between the maximum. Demand during the convert Cartalinest Period and the Firm Demand for a Cartalinest Period.

(Continued on Sheet No. 8.331)

Issued by: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fifth Revised Sheet No. 8.331 Cancels Fourth Revised Sheet No. 8.331

(Continued from Sheet No. 8.330)

## PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtuil load, customers should reduce their load to their Firm Demund for the duration of the Curtailment Fersiod, except tenter the following conditions:

- 1. Force Majoure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- maintenance of generation equipment which is performed at a pre-arranged time and data mutually agreeable to the Company and the Casterner and which is necessary for the Casterner's implementation of load containent, or
- 3. an event affecting local, state or retional security.

If one or more of flass computers apply, then the Charges for Non-Compliance of Cartalinum Demand will not apply. However, the Castomer will be billed, in addition to the normal charges provided herestrider, the greater of the Company's As-Available lineagy cost, or the recot expensive energy (calculated on a cents per follows:theor basis) that FPL is purchasing that period, low the applicable fine charge. As-Available Energy cost is the cost educated for Scharlab CDG-1 in accordance with FPSC Rule 25-17-0825, F.A.C. If the Company determines that the Customer has utilized one or more of the correptions above in an excessive manner, the Company will terminate service under this Rule Scharlab.

#### CURTAILMENT PERSOD

All hours established by the Company during a monthly billing period in which the Costomer is requested to certail Demand.

#### DEMAND

The Demand is the kW to the nearest whole kW, as determined from the Company's metering aquipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

## DEFINITIONS.

## Force Majoure

For the purposes of this schedule Force Majeure meses causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockosts or other labor disputes or difficulties, wars, blockades, insuranceous, note, environmental constraints lawfully imposed by fodoral, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

#### Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

#### Firm Denound

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Custoliable Service. This is the maximum amount of the Customer's Domand that will be served during a Custolianus Period.

#### CUSTOMER RESPONSIBILITY:

The Company will request the Customer to curtail their load for a one-hour period, once per year, for testing purposes on the first Wednesday in November or, if not possible, at a mutually agreeable time and date, if the Customer's load has not been successfully curtailed during a curtailment event in the previous twelve (12) months. Testing purposes include the Customer testing the curtailable perion of their load to ensure that it does not exceed their contracted firm demand level.

(Continued on Short No. 8 332)

Insued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Second Revised Sheet No. 8.332 Cancels First Revised Sheet No. 8.332

#### (Continued from Sheet No. E 331)

#### TERM OF SERVICE:

During the first year of service under this Rate Schodule, the Customer will determine whether or not this program is appropriate for the Contomer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schodule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schodule should than be occurrentences under which the termination of the Customer's participation or the Company's offering of the Rate Schodule is desired:

Service under this Rate Schedule shall continue until terminated by either the Company or the Castomer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other trasson shall require there (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service on be removed by the Company and later desire to resonne service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under the Rate Schedule.

The Company may becominde service under this Rate Schodule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schodule or the Agreement for Custaliable Service. Prior to any such termination, the Company shall notify the Customer at least minety (90) days in advance and describe the Customer's failure to comply. The Company may than terminate service under this Rate Schodule at the end of the 90-day notice period urdens the Customer takes measures necessary to diminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time the 90-day period, the Customer either refuses or fails to initiate and parties extractive action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schodule and bill the Customer under the otherwise applicable firm service rate schodule.

## PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than these (3) years written notice, to only firm retail rate schedule for which the Casterner would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other outcomers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cognitude to serve all of the previously custofied Demand and to take interruptible standby service from the Company, the Customer may terminate the Agramment for Custoffalls Service by giving at least theny (30) days advance written notice to the Company.

If service under this Rate Schodule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if

- it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic contention of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- h the termination of service under this Rate Schedule is the result of either the Customer's cessing operations at its facility (without continuing or establishing similar operations absorber to the Company's service ease), or a decision by the Customer to opportunity to serve all of the previously curtailable Decard and to take interruptible standby service from the Company, or
- any other Costemor(s) with demand curtailment equivalent to, or greater than, that of the existing Oustomor(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been unit and the new replacement Costemor(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.333).

Issued by: Tilliny Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirteenth Revised Sheet No. 8.333 Cancels Twelfth Revised Sheet No. 8.333

#### (Cintinued from Sheet No. 8.332)

# PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph a above, but the replacement Customer(s) does (do) become available within twelvic (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Custallable Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty is proportion to the amount of MW obtained to replace the lost capacity less the additional cost mourred by the Company to serve those MW during any Custallatent Periods which may occur before the replacement Customer(s) became available.

#### Charges for Early Termination:

#### In the event that:

- service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from custoilable demand to firm service.
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or
- the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

#### then the Customer will be:

- rehilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six.
   (36) morths during which the Customer was billed for service under this Rate Schedule, or (b) the number of morths the Customer has been billed under this Rate Schedule, and
- 2. billed a penalty charge of \$1.35 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (30) months.

## RULES AND REGULATIONS.

Service under this Rate Schedule is subject to orders of governmental bridge 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Forty-First Revised Sheet No. 8,340 Cancels Fortieth Revised Sheet No. 8,340

#### CURTAILABLE SERVICE - TIME OF USE (OPTIONAL) (Closed Schedule)

#### RATE SCHEDULE: CST-L

#### AVAILABLE:

In all arms served.

## APPLICATION:

For any general service or inclusives who qualifies for Rate Scheckile GSLD-1 (500 kW - 1,990 kW) will cust all his Domand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this scheckile. This is an optional Rate Scheckile available to Curtailable General Service Customers upon request. Customers with demands of at Joseph St. W but less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a partition of 500 kW.

#### SERVICE:

Single or three phase, 60 hertz and at any available distribution standard voltage. All service required on premises by Castomer shall be flemished through one mater. Results of service is not permitted hereunder.

#### MONTHLY RATE:

Base Charge: \$111.11

Denord Charges:

Dase Demand Charge \$12.04 per KW of Demand occurring during the On-Peak Period.

Maximum Demand Charge: \$0.74 per kW of Maximum Demand.

Non-Paul Energy Charges On-Paul Pariod Off-Paul Pariod
Base Energy Charge 3.057e por kWh 1.328e por kWh

Additional Charges

See Hilling Adjustments section, Short No. 8/030; for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of Loss than 500 kW who bases extend an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 500 kW times the Base Demand Charge, therefore the minimum charge is \$6,131.11.

## RATING PERIODS

On-Peak

November I through March 31: Mondoys through Fordoys through the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST oxyluding. Thank-sgroung Day, Christmas Day, and New Yourk Day.

April 1 through October 21: Moreleys through Fridays during the hours from 12 moon EST to 9 p.m. EST excluding Memorial Day, Independence Day, and Labot Day.

Off-Posk:

All other hours.

(Continued on Sheet No. 8:341)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Twentieth Revised Sheet No. 8.341 Cancels Nineteenth Revised Sheet No. 8.341

(Continual from Short No. 8.340)

#### PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to custail load, ensterners should reduce their load to their Firm Demand for the duration of the Custalinent Period, except underthe following conditions:

- 1. Force Majoure events (see Definitiona) which can be donorstrated to the autofaction of the Company, or
- maintenance of generation equipment which is performed at a pre-stranged time and date matually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load cartainnest, or
- an event affecting local, state or national security.

If one or more of these examptions apply, then the charges for Non-Compliance of Curtainment Demand will not apply. However, the Contorner will be billed, in addition to the normal charges provided horounder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilewart-boar basis) that EPL is purchasing during that period. loss the applicable that charge. As-Available Energy cost is the cost calculated for Schodule COG-1 in accordance with FFEC Rule 25-17-0625, F.A.C. If the Company determines that the Contorner has utilized one or more of the exceptions above in an excessive marrier, the Company will terminate service under this Rule Schodule.

#### CURTAILMENT CREDITS

A monthly crade of (32.15) per kW is allowed based on the current Non-Firm Demand. The Castomer has the option to ravise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the losser of: (i) the average of the provious 12 months; or (a) the average of the mainter of billing months under this Sake Schedule.

## CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer excepts a higher Demand during the current ourtainment period than the contracted maximum demand, then the Customer will be:

- RobiBol at \$2.15 kW for the prior 36 months or the number of months since the prior ourtainment period, whichever is less, and
- 2. Billed a penulty charge of \$4.60 kW for the current month.

The kW used for both the reliding and penulty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Cartailment Period.

## (SURTAILMENT PERIOD)

All loses established by the Compacts during a monthly billing period in which the Customer is exposted to curtail Domash.

#### DEMAND

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

#### MAXIMUM DEMAND:

Meximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-marate period of Cardonne's greatest use during the month as adjusted for power factor.

#### DEFINITIONS

#### Force Magistre

For the purposes of this schedule Force Majoure means causes not within the reasonable control of the Customer affected and not caused by the negligorous or lack of due diligenue of the Customer. Such around or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, nots, environmental constraints lawfiely imposed by federal, state, or local governmentallocities, explaneous, first, floods, lightning, wind, annidents to equipment or machinery, or similar occurrences.

#### Non-Firm Damaed

The corrent Demand less the amount of Firm Demand specified below.

#### Firm Demin

The confracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable. Service. This is the maximum amount of the Customer's Demand that will be served during a Custailment Period.

(Continued on Sheet No. 8.342)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.342 Cancels Original Sheet No. 8.342

(Continued from Short No. 8.341)

#### TERM OF SERVICE.

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination, it is intended that the Company will centime to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the sate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's officing of the Rate Schedule is desired.

Service under this Rate Schedule shall ovariouse until terminated by either the Company or the Customer upon written notice. Trainfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Trainfers to a firm service option, trainfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three.

(3) yours written notice prior to resurring service under this Rate Schodule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Custallable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period urdess the Customer takes measures necessary to eliminate, to the Company's satisfaction, the complaince deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly falling under this Rate Schedule and hall the Customer under the otherwise applicable time service into schedule.

## PROVISIONS FOR EARL? THEMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer; the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form flow the Company, or decides to cogenerate to serve all of the proviously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Custallable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Endy Termination if

- it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the conomic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service easier this Rate Schedule is the result of either the Customer's country operations at its facility (without continuing or establishing similar operations discriber in the Company's service easi), or a decision by the Customer to congruence to serve all of the previously curtailable Domand and to take interroptible standby service from the Company, or
- any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been not and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.343)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: February 13, 2018

Twelfth Revised Sheet No. 8.343 Cancels Eleventh Revised Sheet No. 8.343

(Continued from Sheet No. 8.342)

## PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FFI, later determines that there is no need for the MW reduction in accordance with the FFL Curtailable Rate Schedule, then the Customer will be refunded all or part of the rehilling and penalty in proportion to the amount of MW obtained to replace the lost capacity few the additional cost insured by the Company to serve these MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

#### Charges for Early Termination:

#### In the event that

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service.
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or
- the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

#### then the Customer will be:

- rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-sex (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and
- 2 billed a penalty charge of \$1.35 per kW times the stamber of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

## RULES AND REGULATIONS

Service under this Rate 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 Florala Public Service Commission. In case of conflict between any provision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirty-Fourth Revised Sheet No. 8.412 Cancels Thirty-Third Revised Sheet No. 8.412

## GENERAL SERVICE LARGE DEMAND

#### RATE SCHEDULE: GSLD-2

#### AVAILABLE:

In all aron served.

#### APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Customer with a measured demand of 2,000 kW or more. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a demand charge for a minimum of 2,000 kW.

#### SERVICE:

Single or three phase, 60 bests and at any available standard distribution voltage. All service regained on premises by Customer shall be furnished through one moter. Result of service is not permitted hereunder.

#### MONTHLY RATE:

Blase Charge: \$240.61

Damand Charges:

Base Demand Charge \$12.87 per kW of Demand

Non-Fuel Energy Charges:

Base Energy Charge 1.594¢ per kWh

## Additional Charges:

See Billing Adjustments section, Short No. 8 030, for additional applicable charges.

Minimum: The Dase Charge plus the charge for the currently effective Dase Demand. For those Customers with a demand of less than 2,000 kW who enter an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 2,000 kW times the Base Demand Charge, therefore the minimum charge is \$25,880.61.

## DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering squapment and systems, for the 30-minute period of Customer's greatest use during the menth as adjusted for power factor.

## TERM OF SERVICE.

Not less than one year.

## BUILDS AND RECOLLATIONS:

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: Tiffany Cohon, Senior Director, Regulatory Rates, Cost of Service and Systems

Fortieth Revised Sheet No. 8.420 Cancels Thirty-Ninth Revised Sheet No. 8.420

#### GENERAL SERVICE LARGE DEMAND - TIME OF USE (OPTIONAL)

### RATE SCHEDULE: GSLIDT-2

#### AVAILABLE

In all areas served.

#### OFFICATIONS

For electric service required for general service or industrial lighting, power and any other purpose to any Customer who has established a mountred demand of 2,000 kW or rove. Customers with domands of less than 2,000 kW may exter an agreement for service under this schedule based on a domand charge for a minimum of 2,000 kW.

#### SERVICE:

Three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be familied through one meter. Results of service is not permitted heroscales.

#### MONTHLY RATE:

Base Charge: \$240.61

Dorand Charges:

Base Demand Charge \$12.18 per kW of Demand occurring during the On-Peak Period.

Maximum Demand Charge \$0.64 per kW of Maximum Demand.

Non-Harl Energy Charges On-Peak Remod Off-Deak Period Base Energy Charge 2.54% purkWh 1.24% perkWh

Additional Charges:

See Billing Adjustments section, Short No. 8.030, for additional applicable charges.

Ministrant: The Base Charge plus the charge for the currently effective Base Demand. For those Castomers with a demand of less than 2,000 kW who have entered an agreement for service under this schoolide, the minimum charge shall be the Base Charge plus 2,000 kW times the Base Demand Charge, therefore the minimum charge is \$24,000.61.

## BATING PERIODS

## On-Peda

Neverther J. Brough March 31. Mondays through Fridays during the bours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST oxidating Theretogoring Day, Christmas Day, and New Year's Day.

April I through October 31, Mondays through Fridays during the hours from 12 noon EST to 9 p.m. EST excluding Memorial Day, Independence Day, and Labor Day.

Off-Posk:

All otherhouse

(Continued on Short No. 8 421)

Issued by: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Seventh Revised Sheet No. 8.421 Cancels Sixth Revised Sheet No. 8.421

(Continued from Short No. 8.420)

#### DEMAND

The Demand is the EW to the mannel whole EW, as determined from the Company's metering equipment and system, for the 50-minute period of Customer's greatest use for the designated On-Peak periods sharing the month as adjusted for power factor.

#### MAXIMUM DEMAND:

Maximum Demand is the kW to the swarest whole kW, as determined from the Company's meturing equipment and systems, for the 30-minute period of Customer's greatest use during the mouth as adjusted for power factor.

#### TERM OF SERVICE:

Not less than oneyour.

#### BULES AND REGULATIONS:

Service usels: this schedule is subject to orders of governmental bodies buting jurisdiction and to the currently effective "General Rides 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 substall apply.

Louid by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Twenty-Fourth Revised Sheet No. 8.425 Cancels Twenty-Third Revised Sheet No. 8.425

## HIGH LOAD FACTOR - TIME OF USE

## RATE SCHEDULE: HILFT

#### AVAILABLE

In all wear served.

## APPLICATION:

For electric service required for general nervice or inclustrial lighting, power and any other purpose with a measured Centural of 25 kW or more. This is an optional rate schedule available to customers otherwise nerved under the GSE-1, GSET-1, GSED-1, GSED-1, GSED-2, or GSED-2 at Eschedules.

#### SERVICE

Single or fine phase, 60 hortz and at any available standard distribution vellage. All service required on premises by Customer shall be farmished through one moter. Reside of service is not permitted becauseder.

#### MONTHLY RATE:

Aezzial Maximum Demund	HLFT-1 25-400 kW	HLFT-2 500-1,999 kW	HLFT-3 2,000 kW orgrester
Base Charge:	\$28.17	583.32	\$240.61
Douand Charges On-Profe Demand Charge	\$12.50	\$13.43	\$13.03
Masansau Dansaud Charge	32.60	82.80	\$2.77
Non-Paul Energy Charges:			
On-Peak Period per kWh. Off-Peak Period per kWh.	2.030e 1.274e	1.178¢ 1.137¢	1.010¢ 1.010¢

#### Additional Charges

See Billing Adjustments section, Shert No. 8 030, for additional applicable charges. Minimum Charge: The Base Charge plus the currently effective Demand Charges.

## RATING PERIODS:

On-Peak:

Newcorder I through March 31: Mondays through Fridays during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST coulading Therkogiving Day, Christmas Day, and New You's Day.

April 1 through October 31: Mondays through Feddys through the hours from 12 room EST to 9 p.m. EST exchading Matternal Day, Independence Day, and Labor Day.

Off-Post:

All other hours.

(Continued on Short No. 8.426)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.426 Cancels Original Sheet No. 8.426

(Continued from Sheet No. 8.425)

## MAXIMUM DEMAND:

Macazann Demand is the kW to the nearest whole kW, as determined from the Company's melening equipment and systems, for the 30-mente period of Castomar's greatest use during the month as adjusted for power factor.

#### ANNUAL MAXIMUM DEMAND:

Annual Maximum Demand is the highest monthly Maximum Demand recorded during the last 12 months.

#### ON-PEAK DEMAND:

On-Peak Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30 mainte period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

#### TERM OF SERVICE

One year from the most recent Maximum Domand that qualifies for service under this Rate Schodule.

#### BUILES: AND REGULATIONS:

Service under this Rate Schedule is subject to orders of governmental bedies having jurisdiction and to the currently effective "General Rates and Regulations for Electric Service" on file with the Florida Public Service Commission lie case of conflict between any provisions of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provisions of this Rate Schedule shall apply

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirty-Sixth Revised Sheet No. 8.432 Cancels Thirty-Fifth Revised Sheet No. 8.432

# (COPTIONAL) (Closed Schools)

## RATE SCHEDULE: CS-2

#### AVAILABLE

in all areas served.

## APPLICATION.

For any general survice or industrial Customer who qualifles for Rate Schedule CSE-D-2 (2,000 kW and above) will current his Demand by 200 kW or more upon request of the Company from time to time, and as of Jamasry 9, 2018 was taking service parameter this schedule. Customers with demands of less than 2,000 kW may order an Agreement five service under this schedule based on a Demand Charge for a minimum of 2,000 kW.

#### SERVICE.

Single or three phase, 60 bertz and et any available standard distribution voltage. All service required on premises by Customer shall be flamished through one mater. Resale of service is not permitted because.

#### MONTHLY RATE:

David Charge: \$267.33

Danuard Charges:

Base Demand Charge \$12.82 per kW of Demand

Non-Pud Energy Chargos:

Base Energy Charge 1.594¢ per kWh

## Additional Charges:

See Billing Adjustments section, Short No. 8,030, for additional applicable charges.

Ministrant: The Base Charge plus the charge for the extractly effective Base Demand. For those Customers with a Demand of less than 2,000 kW who enter an agreement for service under this schadule, the minimum charge shall be the Base Charge plus 2,000 kW tenso the Base Demand Charge; therefore the minimum charge is \$25,007.33.

## CURTAILMENT CREDITS:

A ascerbby could of (\$2.07) per LW is allowed based on the current Non-Firm Demand. The Chairman has the option to revise the Firm Demand once sharing the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the losser of: (i) the average of the provides 12 months, or (ii) the average of the mariber of billing months under this Rate Scholide.

#### CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current period than the Firm Elemand, then the Customer will be:

- Robifol at \$2,074.W for the prior 36 months or the number of months about the prior Curtailment Period, whichever is less, and
- 2. Billid a penulty chapp of \$4.42/kW for the current month.

The kW mod for both the orbibling and penalty charge calculations is determined by nating the difference between the maximum Demand during the current Curtailment Period and the contracted Hero Demand for a Curtailment Period.

(Cremented on Sheet No. 8 433)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Fourth Revised Sheet No. 8.433 Cancels Third Revised Sheet No. 8.433

(Continued from Short No. 8.432)

#### PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Ferm Demand for the character of the Curtailment Period, except under the following conditions:

- 1. Force Majoran errors (see Disfinitions) which can be describited to the satisfaction of the Company, or
- maintenance of generation ognipment which is perforced at a pre-unarged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtainners, or
- an event offeeting local, state or national security.

If one of more of these exemptions apply, then the charges for Non-Compliance of Cartailment Densard will not apply. However, the Contemer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Avadable Energy cost, or the most expensive energy (calculated on a certs; per kilowart-hour basis) that FPL is purchasing during that period, loss the applicable fied charge. As-Avadable Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17/0825, F.A.C. If the Company determines that the Custome has subleed one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rute Schedule.

## CURTAILMENT PERIOD

All hours established by the Company sharing a monthly billing period in which the Customer is requested to cortail Demand.

#### DEMAND

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

#### DEFINITIONS.

## Force Majeure

For the purposes of this schedule Force Majeure means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of the filigence of the Customer. Such events or occumstances may include acts of God, strikes, lockouts or other labor desputes or difficulties, wars, blockades, assurerations, nots, incommental constraints lawfully imposed by federal, state, or local governmental hodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinary, or similar occurrances.

## Non-Firm Demand

The current Demand less the amount of First Demand specified below.

#### Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Contailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Short No. 8 434)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

First Revised Sheet No. 8.434 Cancels Original Sheet No. 8.434

(Continued from Sheet No. 8.433)

## TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule indexined.

Service under this Rate Schedule shall containse until terminated by either the Company or the Customer upon scritten notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer west provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtadable Service. Prior to any such termination, the Company shall notify the Customer at least minety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fields to institute and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and hill the Customer under the otherwise applicable firm service rate schedule.

## PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously outsailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if:

- a. It has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Cartailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8 435)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: February 13, 2018

Thirteenth Revised Sheet No. 8.435 Cancels Twelfth Revised Sheet No. 8.435

(Continued from Sheet No. 8.434)

## PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (see) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPI, later determines that there is no need for the MW reduction in accordance with the FPI. Curraliable Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

## Charges for Early Termination:

## in the event that

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service.
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite these (3) years advance written notice, or
- c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice.

## then the Customer will be

- rebilled under the otherwise applicable from service rate achedule for the shorter of (a) the prior thirty- six (36) morths during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and
- billed a penalty charge of \$1.30 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

# RULES AND REQUILATIONS

Service under this Rate 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Forty-First Revised Sheet No. 8.440 Cancels Fortieth Revised Sheet No. 8.440

## CURTAILABLE SERVICE - TIME OF USE (OPTIONAL) (Closed Schedule)

## RATE SCHEDULE: CST-2

## AVAILABLE

In all arose served.

# APPLICATION:

For any general service or industrial Customer who qualifies for Rate Schodde GSLDT-J (2,000 kW and above) will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of lanuary 9, 2018 was taking service parsuant to this schedule. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kW.

## SERVICE

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Custower shall be famished through one motor. Result of service is not permitted becomes.

## MONTHLY RATE:

Base Charge: \$267.33

Demond Charges:

Base Doround Charge: \$12.82 per kW of Demand occurring during the On-PeakPeriod.

Maximum Demand Charge - 30:04 per kW of Maximum Demand.

Non-Field Energy Charges <u>On-Field Period</u> <u>Off-Field Period</u> Base Energy Charge 2.549e per kWh 1.249e per kWh

Additional Charges:

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Mirrottom: The Base Charge ples the charge for the currently effective Base Demond. For these Customers with a Demand of less than 2,000 kW who have entered an agreement for service under this schedule, the mirrottom charge shall be the Base Charge plus 2,000 kW times the Base Demand Charge; therefore the mirrottom charge is \$25,907.33.

## RATING FERIODS.

## On-Peak

Neverther I through March 31 Monthlys through Fridays tharing the locus from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thursdaying Day, Christmas Day, and New Year's Day.

April 1 Brough Ostober 21: Mondays through Prickeys during the boars from 12 noon EST to 9 p.m. EST excluding Memorial Day, Independence Day, and Labor Day.

Off Polic

All other hours.

(Command on Sheet No. 8 441)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Twenty-Third Revised Sheet No. 8.441 Cancels Twenty-Second Revised Sheet No. 8.441

(Continued from Sheet No. 8.440)

#### PROVISIONS FOR ENERGY USE DURING CORTAILMENT PERIODS:

When requested to cartail load, ensternes should reduce their load to thee Firm Dernard for the duration of the Curtailment Period, except under the following conditions:

- 1. Force Majorare events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- maintenance of generation equipment which is performed at a pre-amanged time and date manually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load outsidenest, or
- an event affecting local, state or national security.

If one or more of those exemptions apply, then the charges for Non-Compliance of Cartainment Derrund will not apply. However, the Contenur will be hilled, in addition to the normal charges provided homenter, the greater of the Company's As-Available Energy cost, or the most expensive anergy (calculated on a cents per kilowart-hour basis) that FFL is purchasing thorough the period, less the applicable fact charge. As-Available Energy cost is the cost exhabited for Schedule CCCF-1 in accordance with FFSC Rule 25-17.0825, F.A.C. If the Company determines that the Cost other has utilized one or more of the company adverse in an executive matrix, the Company will terminate service under this fact Schadule.

## CURTARMENT CREDITS:

A monthly crudit of (\$2.07) per kW is allowed based on the current Non-Firm damand. The Castoner has the option to rovise the Firm Demand once change the initial twolve (12) month period. Thereafter sobject to the Term of Service and/or the Provisions for Early Termanutions, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the provious 12 months; or (ii) the average of the number of Isling months under this Rate Schoolale.

## CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Costomer rounds a higher Demand during the current curtailment period than the Firm Demand, then the Customer will be:

- Robifled at \$2.07kW for the prior 36 months or the rearrier of months since the prior Curtainnest Period, whichever is loss, and
- Billed a penulty charge of \$4.42 kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the insumum Demand during the current Cartailment Period and the Firm Demand for a Cartailment Period.

## CURTAILMENT PERSOD:

All hours established by the Company during a monthly follow period in which the Contorner is requested to control Domand.

## DEMAND

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

# MAXIMUM DEMAND

Maximum Damard in the kW to the mastest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

## DEFENTIONS.

## Force Majoran

For the purposes of this schedule Force Majeure means causes not within the manusable control of the Customer affected and not caused by the negligence of lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by foderal, state, or local governmental bedies, explosions, firm, floods, lightning, wind, accidents to equipment or machinety, or similar occurrences.

(Command on Short No. 8.442)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 8.442 Cancels First Sheet No. 8.442

(Continued from Sheet No. 8.441)

## DEFINITIONS (continued):

#### Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

#### Boss Dessand

The contracted maximum demand level to which the Customer agrees to contail as specified in the Customer's Agreement for Customer's Domand that will be served during a Customer's Domand that will be served during a Customer Period.

#### TERM OF SERVICE

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this late Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall contains until terminated by either the Company or the Customer upon written notice given at least three (3) years prior to termination. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule; the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may territrate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Custalistic Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notion period unless the Customer takes intensities necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend firsthough the unsuffly billing under this Rate Schiedule and bill the Customer under the otherwise applicable firm service rate schedule.

## PROVISIONS FOR EARLY TERMINATION

Transfers, with less than three (3) years written notice, to any first retail rate schedule fix which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other continuers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to concurate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schodule is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination of

- a. It has been determinated to the satisfaction of the Company that the impact of such transfer of service on the economic costs offset/cosess of the Company's Curtofable Service Rate Schedule is in the best interests of the Company's offset customers, or
- In the termination of service under this litate Schedule is the result of either the Customer's causing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenizate to serve all of the proviously custalable Demand and to take interruptible standby service from the Company, or
- 4. any other Customer(s) with demand ourtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service tooks this schedule and the MW demand ourtailment commitment to the Company's Congration Expansion. Plan has been met and the new replacement Customer(s) is (any) available to perform demand ourtailment.

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

Effective: July 18, 2006

Thirteenth Revised Sheet No. 8.443 Cancels Twelfith Revised Sheet No. 8.443

(Continued from Sheet No. 8.442)

## PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Custemer pays the Charges for Early Termination because to replacement Custemer(s) is (ars) available as specified in paragraph c above, but the replacement Custemer(s) does (do) become available within twelve (12) menths from the date of termination of service under this Rule Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtualable Rule Schedule, then the Customer will be refunded all or part of the rebilling and providy in proportion to the amount of MW obtained to replace the lost capacity less the additional cost meaned by the Company to serve these MW during any Curtailment Periods which may occur before the replacement Customer(s) become available.

## Charges for Early Termination:

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character randor a firm service rate schedule, or under this schedule with a shift from curtailable damand to firm service.
  - at a diffinert location in the Company's service area, or
  - ii) urder a different name or different ownership, or
  - surfer other electrostation whose effect would be to increase firm demand on the Company's system without the topolishe flare (3) years advance written ratios; or
- the Customer transfers the curtadable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice;

then the Costomer will be:

- rebibed under the officewise applicable firm service rate schedule for the shorter of (a) the prior thirty-six.
   (36) months during which the Customer was hilled for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and
- telled a penalty charge of \$1.30 per kW times the number of months rebilled in No. 1 above times the highest cartailable Demand occurring during the current month or the prior thirty-six (36) months.

# BULES AND REGULATIONS.

Service under this Rate Schedule is subject to orders of governmental budies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on the with the Florida Public Service Commission. In case of conflict between any provision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schodule shall apply.

Issued by: Tiffuny Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Forty-Third Revised Sheet No. 8.542 Cancels Forty-Second Revised Sheet No. 8.542

# CURTAILABLE SERVICE - TIME OF USE

(OPTIONAL) (Closed Schodule)

## RATE SCHEDULE: CST-3

## AVAILABLE:

In all areas served.

## APPLICATION:

For any general service or industrial Customer who qualifies for Rate Schedule GSLITE-5 will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule.

## SERVICE

These phase, 60 hortz at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered herounder. All service required by the Customer at each separate point of delivery served herounder shall be flameshed through one meter at, or compensated to, the available transmission voltage. Reside of service is not permitted herounder.

## MONTHLY RATE:

Base Charge: \$2,201.75

Domand Charges.

Base Demand Charge \$9.91 per kW of Demand comming during the On-Peak Period.

Additional Charges

See Billing Adjustments section, Short No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand.

# RATING PERSONS.

## On-Peak

November 1 through March 31, Mondays through Findays during the Jasurs from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST cochading Thurskagiving Day, Christman Day, and Now Your's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon EST to 9 p.m. EST excluding Memorial Day, Independence Day, and Laborthay.

Off-Posk:

All other boars.

(Commund on Short No. E.543)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Twenty-Fifth Revised Sheet No. 8.543 Cancels Twenty-Fourth Revised Sheet No. 8.543

## (Continued from Sheet No. 8.542)

## PROVINGNIS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail lead, costoners should reduce their lead to their Firm Domard for the duration of the Curtailment Period, except under the following conditions:

- 1. Force Majoure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- marrianance of garanaton equipment which is performed at a pre-arranged time and date manually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load custalment, or
- an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtalizated Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expossive energy (calculated on a certs per billowath-bear basis/that FPL is purchasing thirting printly less the applicable flad charge. As-Available Energy cost is the cost quicalated for Schedule CXC-1 in accordance with FPSC Rule 25-17-0825, F.A.C. If the Company determines that the Customer has addited one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.

## CURTAILMENT CREDITS:

A monthly crofit of (\$2.07) per k.W is allowed based on the querent Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twolve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the provided that the average of the number of billing months under this Ruse Schoolde.

## CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, than the Customer will be:

- Rebilled at \$2.07 kW for the prior 36 months or the number of months since the prior Cutualment Period, whichever
  is less, and
- 2. Hilled a penulty charge of \$4.40 kW for the currentmenth.

The kW used for both the subdring and penalty charge calculations is determined by taking the difference between the maximum Domand charge the cornect Contailment Period and the Form Domand for a Contailment Period.

## CURTAILMENT PERIOD.

All hours established by the Company-during a monthly billing period in which the Customer in requested to custoil Demand.

## DEMAND.

The Demand is the EW to the moment whole EW, as determined from the Company's melating equipment and systems, for the 30-minne period of Customer's greatest use for the designated On-Peak periods during the month as advented for power factor.

(Continued on Sheet No. 8.5-84)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Eleventh Revised Sheet No. 8.544 Cancels Tenth Revised Sheet No. 8.544

## (Continued from Sheet No. 8.543)

## DEFINITIONS:

## Ecces Majorete

For the purposes of this achedule Force Majoure means causes not within the masonable control of the Customer affected and not caused by the negligence or lack of the diligence of the Customer. Such events or circumstances may include sets of God, strikes, lookouts or other labor disjuints or difficulties, wars, blockades, insuranceboes, riots, environmental constraints lawfully imposed by isdead, owin, or local governmental bodies, explosions, fires, Books, lightning, wind, accidents to equipment or mechanicy, or similar occurrates.

## Mon-Firm Demond

The current Demand loss the amount of Firm Demand specified below.

#### Firm Domaio

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Domand that will be served during a Custailment Period.

#### TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide, and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be accumulated under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Sorvice under this Rate Scharbite shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days 'notice, provided that the customer does not increase the current level of contracted Firm Domand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Domand, or reminators of service for tarty-other resorts shall sequere three (2) years' notice and be subject to the Previous for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resorts service under this Rate Scharbite, the Customer must provide three (3) years written notice prior to releasing service under this Rate Scharbite.

The Corogany may terminate service under this Rate Schadule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schadule or the Agreement for Customer's failure to comply such termination, the Company shall notify the Customer at least minety (90) days in advance and describe the Customer's failure to comply. The Company may their terminate service under this Rate Schadule at the sed of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiences described by the Company. Notwithstanting the frongenge, if, at any time during the 90-day period, the Customer other refuses or fails to initiate and jurious corrective action, the Company shall be entitled to suspend feellowith the morehly billing under this Rate Schedule and bill the Customer under the otherwise applicable from service rate schedule.

## PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer to longer wishes to motive electric service in any form from the Company, or decides to expense to serve all of the previously cartailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agraement for Cartailable Service by giving at least thirty (30) shays observe written notice to the Company.

If service under this Rate Schodele is terminated, the Castorner will not be rebilled as specified in Charges for Early Termination if

- a if has been demonstrated to the satisfaction of the Company that the ampact of such transfer of service on the economic confinctiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Contours, the Company and the Company's other customers, or
- the termination of service under this Rate Schodule is the result of either the Contoner's ceasing operations at its facility (without continuing or establishing similar operations disowhere in the Contoner's service area), or a decision by the Customer to operate to serve all of the previously cartallable Demand and to take interruptible standby service from the Company; or
- any offer Costoner(s) with demand sustainment equivalent to, or greater than, that of the costing Customer(s) agree(s) to take service under this schedule and the MW demand custalinent commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (pre) available to perform domand custailment.

(Continued on Sheet No. 8,544.1)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: February 13, 2018

Twelfth Revised Sheet No. 8.544.1 Cancels Eleventh Revised Sheet No. 8.544.1

(Continued from Short No. 8.544)

# PROVISIONS FOR EARLY TERMINATION (continued)

in the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (and) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twolve (12) months from the data of termination of service under the Rate Schedule or FPL later determines to no need for the MW reduction is econdarice with the FPL Customer's the Schedule, then the Customer will be refuseded all or part of the robilling and penalty in proportion to the automate of MW obtained to replace the feel capacity fem the additional cost incurred by the Company to serve those MW during any Custoillanest Periods which may occur before the replacement Customer(s) became available.

## Charges for Early Termination.

#### In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift firm custailable domaid to firm service.
  - i) at a diffirmt location in the Company's service atra, or
  - ii) under a different nume or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite.
     three (3) years advance within notice; or
- the Customer transfers the outsidable demand portion of the Customer's load to "Firm Domaist" or to a firm service rate schedule without providing at least three (3) years advance written notice;

## then the Customer will be:

- rehilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this late Schedule, and
- billed a penalty charge of \$1.30 per kW times the number of morths rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the poor thirty-six (36) months.

## BUILES AND REGULATIONS

Service under this Rate Schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Roles and Regulations for (Doctrie Service" on Rie with the Florida Public Service Commission in case of conduct between any provision of this Rate Schedule and said "General Roles and Regulations for Electric Service" the provision of this Rate Schedule shall made

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: May 1, 2020

Thirtieth Revised Sheet No. 8.545 Cancels Twenty-Ninth Revised Sheet No. 8:545

## CURTAILABLE SERVICE (OPTIONAL) (Closed Schohole)

## RATE SCHEDULE: CS-3

## AVAILABLE

In all wear served.

## APPLICATION:

For any general service or indepoint Costoner who qualifies for Kato Schedule GSLESS will cantal this Demand by 200 kW or more upon regions of the Company from time to time, and as of January 9, 2018 was taking service presument to this soludule:

## SERVICE

Three place, 60 herts at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities recessary for handing and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served harmander shall be farnished through one easter at, or componented to, the available transmission voltage. Reside of service is not permitted hereunder.

## MONTHLY RATE

\$2,201.75 Base Charge:

Donard Charges

Base Domand Charge \$9.91 per kW of Demand

Non-Fool Energy Charges:

1.142a perkWh. Base Energy Charge

Additional Chargest.

See Billing Adjustments section, Sheet No. 8 030, for additional applicable charges.

Minimum Charge. The Base Charge plot the charge for the currently effective Base Demand.

## CURTAILMENT CREDITS:

A mostify cradit of (\$2.87) per kW is allowed based on the current Non-Firm Demand. The Cantoner has the option to revise the Firm Durand once during the untial toulive (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early es, a charge to the Firm Demand may be stude provided that the revision does not decrease the total amount of Ni Demand during the lesser of: (i) the average of the previous 12 months, or (ii) the average of the marker of billing months under this Bate Scholide

## CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND.

If the Customer seconds a higher Demand during the current Custolinest Period than the Firm Demand, than the Customer will be.

- Rebilled at \$2,07% for the prior 36 menths or the number of menths state the prior Curtailment Period, whichever is less, 1. bend !
- Billed a penalty charge of \$4.40 kW for the current month.

The kW used for both the refolling and penalty charge calculations is determined by taking the difference between the maximum.Demand during the current Curtailment Period and the Firm Denserd for a Curtailment Period.

(Continued on Short No. 8:546)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fourth Revised Sheet No. 8.546 Cancels Third Revised Sheet No. 8.546

(Continued from Sheet No. 8.5-(5)

## PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When reposted to cretal lead, asstrators should reduce their lead to their Firm Domand for the duration of the Cartalment Period, except under the following conditions:

- 1. Force Majoure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- maintenance of generation equipment which is performed at a pre-granged time and date craftially agreeable to the Congany and the Customer and which is necessary for the Customer's implementation of load cortainment or
- art event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Cartainment Demand will not apply. However, the Costomer will be billed, in addition to the normal charges provided horizonder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a costs per kilomath-locar basis/that FPL is parchasing during that period, less the applicable field charge. As-Available Energy cost is the cost calculated for Schodule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rule Schodule.

## CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing passed in which the Customer is requested to curtail Domand.

#### DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Custemer's greatest use during the month as adjusted for power factor.

## DEFINITIONS:

# Force Majeries

For the purposes of this schedule Force Majoure means causes not within the masonable control of the Customer affected and not caused by the negligance or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, was, blockades, insurrections, nots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar accurrences.

# Non-Firm Demand

The current Demand less the amount of Firm Distrand specified below.

## Euro Jacones

The contracted maximum demand level to which the Customer agrees to certail as specified in the Customer's Agreement for Contailable Service. This is the maximum assessed of the Customer's Demand that will be served during a Contailment Period.

(Centinued on Short No. 8:547)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

First Revised Sheet No. 8.547 Cancels Original Sheet No. 8.547

(Continued from Sheet No. 8,546)

## TERM OF SERVICE.

During the first year of service under this Rote Schodule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Cuenquity or the Customer upon written notice. Transfers to a different non-first service option require 30 days' notice, provided that the customer does not increase the current level of contracted First Demand. Transfers to a first service option, transfers to a different non-first service option with any increase in First Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Custailable Service. Prior to any such termination, the Company shall notify the Customer at least minety (90) days in advance and describe the Customer's failure to comply. The Company may their terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fields to institute and pursue corrective action, the Company shall be entitled to suspend furthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

# PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other oustomers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's cessing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.548)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: February 13, 2018

Thirteenth Revised Sheet No. 8.548 Cancels Twelfth Revised Sheet No. 8.548

## (Continued from Short No. 8.547)

## PROVISIONS FOR EARLY TERMINATION (continual):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this schedule or FPL later determines that there is no need for the MW reduction is accordance with the FPL Custalment Program, then the Customer will be refunded all or part of the reliabling and pensity in proportion to the amount of MW obtained to replace the lost operaty lass the additional cost incurred by the Company to serve those MW thering sooy Custalment Periods which may occur before the replacement Customer(s) became available.

## Charges for Early Territoration:

#### In the event that

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's entiting service and, within twelve ((2) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from cumulable demand to firm service.
  - i) at a different location in the Company's service area, or
  - 12) under a different name or different ownership, or
  - (iii) under other circumstances whose effect would be to increase from demand on the Company's system without the requisite three (2) years advance written notice; or
- the Customer transfers the curtailable demand gortion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written refree.

## then the Customer will be:

- rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty- six (36) months
  thring which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer
  has been billed under this Rate Schedule, and
- 2 billed a penalty charge of \$1.30 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring thring the current month or the prior thirty-six (36) months.

# RULES AND REGULATIONS

Service under this Rate Schohale is subject to entires of governmental bodies lawing parisdiction and so 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirty-Sixth Revised Sheet No. 8.551 Cancels Thirty-Fifth Revised Sheet No. 8.551

## GENERAL SERVICE LARGE DEMAND

## RATE SCHEDULE: GSLD-3

## AVAILABLE:

In all areas served.

## APPLICATION:

For service required for general service or industrial lighting, power and any other purpose to any Customer who has service supplied at a transitions on voltage of 69 kV or higher.

#### SERVICE:

Three phase, 60 horte at the available transmission voltage of 60 kV or higher. The Cristomer will provide and maintain all transformers and related facilities necessary for handling and officing the power and energy delivered horounder. All service required by the Costomer at each separate point of delivery served horounder shall be flamished through one mater at, or compensated to, the available transmission voltage. Result of service is not permitted horounder.

## MONTHLY RATE:

Base Charge: \$2,175.11

Daniel Charges:

Base Demand Charge \$9.91 per kW of Demand

Non-Fuel Energy Charges:

Base Energy Charge 1.142e per kWh

Additional Charges:

See Billing Adjustments section, Sheet No. 8-050, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand.

# DEMAND:

The Dominal is the kW to the numers whole kW, as determined from the Company's matering equipment and systems, for the 20numbe period of Customer's greatest use during the month as adjusted for power factor.

# TERM OF SERVICE.

Not less than one year.

## BUILES AND REGULATIONS:

Sension under this schools is subject to orders of governmental bodies having provision and to the currently effective "Control Rules Applicated for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of the schools and said "Control Rules and Regulations for Electric Service" the provision of this schools shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Forty-Second Revised Sheet No. 8.552 Cancels Forty-First Revised Sheet No. 8.552

#### GENERAL SERVICE LARGE DEMAND - TIME OF USE (OPTIONAL)

## RATE SCHEDULE: GSLDT-3

## AVAILABLE

In all areas served.

## APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Canterner who has service supplied at a transmission voltage of 69 kV or higher.

## SERVICE

Theorythase, 60 hertz at the available transmission voltage of 60 kV or higher. The Custerner will provide and marker all transformers and related facilities necessary for handling and utilizing the power and energy delivered hencarder. All service required by the Custerner at each separate point of delivery served hencarder shall be familiable through one mater at, or compensated to, the available transmission voltage. Results of service is not permitted humanider.

## MONTHLY RATE:

Base Charge: \$2,175.11

Demond Charges:

Base Demand Charge 59.91 per kW of Demand occurring during the On-Poak Period.

Non-Faul Energy Charges | <u>On-Fauk Period</u> | <u>OD-Fauk Period</u> | Base Energy Charge | 1,300 c per kWh | 1,000 c per kWh

Additional Charges:

See Billing Adjustments section, Short No. 8 000, for additional applicable charges.

Minimum: The Base Chargo plus the charge for the currently effective Base Demand.

## RATING PERIODS:

On-Peak

November 1 through March 31: Mondays through Pridays during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thursdaying Day, Christmas Day, and New Year's Day.

April 1 through Cetcher 31: Mondays through Fridays during the boun from 12 noon EST to 9 p.m. EST excluding Minnertal Day, linkpendence Day, and Labor Day.

Off-Posk:

All other hours.

(Continued on Sheet No. 8:553)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Ninth Revised Sheet No. 8.553 Cancels Eighth Revised Sheet No. 8.553

(Continued from Short No. 8.552) DEMAND: The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-manute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor. TERM OF SERVICE Not less than one year. BULES AND REGULATIONS: Service under this schafule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Florine Service" on the 19th 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: Tiffany Cobes, Senior Director, Regulatory Rates, Cost of Service and Systems

Fiftieth Revised Sheet No. 8.602 Cancels Forty-Ninth Revised Sheet No. 8.602

## SPORTS FIFLD SERVICE (Closed Schedule)

## RATE SCHEDULE: 08-2

## AVAILABLE:

brall areas served.

## APPLICATION:

This is a transitional rate annihable to municipal, county and school board accounts for the operation of a forball, baseball or other playeround, or covic or community anditorium, when all such service is taken at the available primary distribution voltage at a single point of delivery and measured through one meter, and who were active as of October 4, 1981. Customer may also client to receive service from other appropriate rate schoolains.

## LIMITATION OF SERVICE:

Offices, concessions, businesses or space occupied by lumints, office than areas directly related to the operations above specified, are confided formulate and shall be separately served by the Company at utilization voltage. Not applicable when Rider TR is used.

## MONTHLY RATE:

Base Charge: \$140.35

Non-Fud Energy Charges:

Base Energy Charge R.831st purkWh

Additional Charges:

See Hilling Adjustments section, Short No. 8,030, for additional applicable charges.

Maramom Charge: \$140.35

## TERM OF SERVICE:

Pending termination by Florida Public Service Commission Order.

## BUILES 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 tile 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirty-Sixth Revised Sheet No. 8.610 Cancels Thirty-Fifth Revised Sheet No. 8.610

## METROPOLITAN TRANSIT SERVICE

# RATE SCHEDOLE: MET

## AVAILABLE

For electric service to Metropolitan Miami-Dada County Electric Trainel System (METRORAIL) at each point of delivery required for the operation of an electric framit system on continuous and configurate rights-of-way.

## APPLICATION:

Service to be supplied will be these plants, 60 heatz and at the standard primary distribution voltage of 13,200 volts. All service required by Cautorian at each separate point of delivery served hereunder shall be furnished through one mater reflecting delivery at primary voltage. Result of service is not pormitted hereunder. Rider TR or a voltage discount is not applicable.

## MONTHLY RATE

Hose Charge: \$695.44

Demand Charges

Base Demand Charge \$14.71 per kW of Demand

Non-Fuel Energy Charges:

Base Energy Charge 1.963¢ perkWh

Additional Charges:

See Billing Adjustments section, Short No. 8 030, for additional applicable charges.

Manamara. The Base Charge plus the charge for the currently effective Base Demand.

## DEMAND

The Demand is the kW to the manust whole kW, as determined from the Company's metering equipment and systems, for the 30minute period of Customer's greatest use during the month as adjusted for power factor.

## BILLING

Each point of delivery shall be separately billed according to the morefuly charges as stated harms. All billing units related to charges under this rate schedule shall be determined from metering data on a monthly basis and determined for each point of delivery on the same monthly billing cycle day.

# TERMS OF SERVICE

Not loss than one year.

## BULES AND RECEALATIONS.

Service under this schedule is subject to orders of governmental bodies having paradiction and to the commity 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 prevision of this schedule shall apply

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Eighth Revised Sheet No. 8.650 Cancels Seventh Revised Sheet No. 8.650

#### COMMERCIAL/INDUSTRIAL, LOAD-CONTROL PROGRAM (OPTIONAL) (Climal Schools)

## RATE SCHEDULE-CILC-I

#### AVAILABLE

In all areas served. Available to any commercial or inclusival conceser to which the load control provisions of this schedule can feasibly be applied, who, as of March 19, 1996, was either taking service parasent to this schedule or had a fully eccented copy of a Commercial lackstrial Load Control Agreement with the Company.

## LIMITATION OF AVAILABILITY:

This Rate Schedule may be modified or withdrawn sobject to determinations made under Commission Rules 25-17-0021(4), F.A.C., Cools for Electric Utilities and 25-6-9436, F.A.C., New-Firm Electric Service - Terms and Conditions or any other Commission determination.

## APPLICATION:

For electric service provided to any commercial or industrial customer as a part of the Commercial/Industrial Load Control Program Agreement between the Customer and the Company, who agrees to allow the Company to control at least 200 low of the Customer's load, or agrees to operate Backup Generation Equipment (see Definitions) and designate (af applicable) additional controllable designat to serve at least 200 low of the Customer's own load during periods when the Company is controlling load. A Customer shall enter into a "Commercial/Industrial Load Control Program Agraement" with the Company for service under this schedule. To establish the arrival qualification for service under this schedule, the Customer must have had an Co-Peak Demand (as defined below) during the summer using period (April through Oriobae) for at least flace of the persons twelve (12) months of at least 200 kw greater than the limit Demand or Costrollable Demand (as applicable) level specified in Section 4 of the Commercial/Industrial Load Control Program Agraement. This controlled load shall not be served on a firm service basis until service has been terminated under this rate schedule.

## SERVICE.

Three phase, 60 hertz at any soulable standard voltage.

A designated portion of the Customer's load served under this schedule is subject to control by the Company. Transformation Rider-TR, where applicable, shall only apply to the Customer's Maximum Demand for delivery voltage below 69 kv. Smallby Service is not provided heretaseler. Resale of service is not provided heretaseler. Resale of service is not permitted becomes:

(Continued on Short No. 8.651)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirty-Fifth Revised Sheet No. 8.651 Cancels Thirty-Fourth Revised Sheet No. 8.651

LORIDA POWER & LIGHT COMPANY	ORIDA POWER & LIGHT COMPANY Cancels Thirty-Fourth Revised		
(Continual	firom Short No. 8 650)		
PONTHLY RATE			
Delivery Voltage Level Measurem Demand Level	Distribution b CELC-1(G)	CILC-1(D)	CILC-1(T)
	200-800 kW	8.ahova	
Base Charge	\$179.06	\$300.17	\$2,588.03
Demand Charges Hase Demand Charges per kW of Meximum Demand per kW of Lead Control On-Peak Demand per kW of Firm On-Peak Demand	\$4.78 \$3.14 \$11.93	\$5.05 \$3.60 \$13.08	None 53.72 513.60
Non-Fuel Energy Charges	377.55	447/88	*******
Base Energy Charges.			
On-Peak Period charge per kWh Off-Peak Period charge per kWh	1.777e 1.777e	1.202e 1.202e	1.086¢ 1.086¢
Additional Charges: See Billing Addissements section, Sheet No. 8.000, for an	diffraceal needs while char	percs.	
(Contin	ued on Sheet No. 8.652	2)	

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Fifth Revised Sheet No. 8.652 Cancels Fourth Revised Sheet No. 8.652

(Continued from Short No. 8 651)

## LOAD CONTROL

## Control Condition:

The Canterner's controllable load served under this Rate Schedule is subject to central when such central alleviales any emergency conditions or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise regard the posterior of the Company's generators. Peaking operation entails taking base leaded units, cycling units or combustion turbucs above the continuous rated output, which may overstrow the generators.

Fraguency. The Control Conditions will typically result in loss than fifteen (1%) Load Control Periods per year and will not exceed twenty-free (2%) Load Control Period within six (6) hours of a previous Load Control Period.

Notice. The Company will provide one (1) hour's advance notice or more to a Castomer prior to controllarly the Customer's controllable load. Typically, the Company will provide advance notice of four (4) hours or more prior to a Load Control Period. Such notice will be by electronic, written or oral. The Company shall not be responsible for the Customer's failure to receive or act upon such notice.

Duration. The denotion of a single Load Control Period will typically be four (4) hours and will not exceed six (6) hours.

In the court of an emergency, such as a Governing Capacity Emergency (see Defentions) or a major disturbance, greater frequency, loss notice, or longer direction than listed above may occur. If such an emergency develops, the Cantoner will be given 15 minutes' rotice.

Loss than 15 minutes' rotice may only be given in the aware that failure to do so would result in loss of power to time service customers or the purchase of emergency power to serve firm service customers. The Castomer agrees that the Company will not be liable for any damages or imparies that may occur as a result of providing no notice or less thannous (1) hour notice.

## Custome Responsibility:

Upon the successful installation of the load control equipment and/or any necessary backup generation apaigment, a test of this equipment will be conducted between the hours of 7 a.m. EST and 6 p.m. EST, Moreby through Feddy, exchaling helidays, as specified in the Commercial Industrial Load Control Program Agraement.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically control the Customer's load, as specified in the Commercial Inclustrial Load Control Program Agreement.

The Company will control the controllable portion of the Customer's service for a one-hour period (during designated on-peak periods), once per year for Company testing purposes on the first Wednesday in November or, if not possible, at a manually agreeable time and date, if the Customer's load has not been successfully controlled during a load control event in the previous twelve (12) months. Testing purposes include the testing of the load control equipment to mesme that the load is able to be controlled within the agreed specifications.

## RATING PERIODS.

## On-Peak:

November 1, through March 31. Monthlys through Fridge during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST enthring Thenlogicing Day, Christmes Day, and New Year's Day.

April 1 through October AL: Mendays through Endays during the boars from 12 noon ESP to 9 p.m. EST excluding Memorial Flay, Independence Day, and Labor Day.

## Off-Peak:

All other hours.

(Continued on Short No. 8,653)

Issued by: Tiffany Coben, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Fifth Revised Sheet No. 8.653 Cancels Fourth Revised Sheet No. 8.653

(Continued from Sheet No. 8 (52)

## LOAD CONTROL PERIOD:

All hours established by the Company during a monthly billing period in which:

- the Customer's load is controlled (which includes the operation of the Customer's generation equipment), or
- the Castomer is billed paraunt to the Continuity of Service Provision.

## DEMAND:

Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-curvata period of Customer's greatest use during the month as adjusted for power factor.

## ON-PEAK DEMAND:

On-Peak Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

#### MAXIMUM DEMANDS

Maximum Demand shall be the greater of the current morality demand whenever it occurs or the highest demand for the prior twenty-direct (23) months. A Customer's Maximum Demand may be to established to allow for the following adjacements:

- Durnard reduction residing from the installation of FPI. Durnard Side Management Measures or FPI. Research Project
  efficiency measures; or
- Demand reductions counting from the installation of other parameter and quartifiable afficiency measures, upon verification by EPL; or
- Permanent changes to customer facilities that result in a permanent loss of electric load, including any fael substitution resulting impermanently reduced electricity consumption, upon verification by EPI.

The re-established Maximum Demand shall be the higher of the actual demand registered in the next billing period following the Customer's written request or the prior Maximum Demand minus the calculated demand reduction. Requests to se-establish the Maximum Demand may be processed up to twice per calcular year when more than one officiency maximum is installed or where the same efficiency maximum is installed in phases.

## CALCULATION OF FIRM DEMAND AND LOAD CONTROL ON-PEAK DEMAND.

There will be two methods of calculating the Customer's Firm On-Peak Demand and Load Centrol On-Peak Demand, depending on whether a "Firm Demand" or a "Controllable Demand" is designated in the Compressial Industrial Load Centrol Program Agreement.

## THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A FIRM DEMAND LEVEL:

## FIRM ON-PEAK DEMAND:

The Contorner's recently Firm On-Peak Demand shall be the lesser of the "Form Demand" level specified in the Customer's Consocrated Reduction Level Control Program Agreement with the Company, or the Customer's highest cospeak demand during the steach. The level of "Form Demand" specified as the Customer's Commercial technique Level Course Program Agreement shall not be exceeded through the periods when the Company is controlling the Customer's level.

(Continued on Sheet No. 8.654)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirteenth Revised Sheet No. 8.654 Cancels Twelfth Revised Sheet No. 8.654

(Continued from Short No. 8.653)

#### LOAD CONTROL ON PEAK DEMAND:

Load Control On-Peak Demand shall be the Customer's highest demand for the designated on-peak periods during the month less the Customer's "Firm Demand".

# PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS FOR CUSTOMERS DESIGNATING A FIRM DEMANDLE VEL.

Canterners portified of a load control event should most their Firm Demand sharing periods when the Company is controlling load. However, energy will be made available during control periods if the Customer's fasture to meet its Firm Demand is a result of our of the following conditions:

- 1. Force Majoure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- maintenance of generation equipment secressery for the implementation of load control which is performed at a pre-arranged time and data mutually agreeable to the Company and the Contoner (See Special Provisions), or
- 3. adding firm load that was not previously non-firm load to the Customer's facility, or.
- 4. an event affecting local, state or national scennity, or
- an event whose nature requires that space latitude activities be placed in the emical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kernedy Space Center under the USAF Range Sofiety Officer at Cape Canasienal Air ForceStation.

The Costome's mergy use (in excess of the "Firm Demand") for the conditions listed above will be billed pursuant to the Continuity of Service Provision is no longer available, the Costomer will be billed, in addition to the normal educate provided betrander, the goster of the Company's An-Avadable Energy cost, or the most expensive among (calculated on a cost per bilower-boar basis) that FPL is purchasing or selling during that period, less the applicable class field tharge. As-Avadable Energy cost is the cost calculated for Schodule COG-L in accordance with FPSC Rule 25-17 0825, F.A.C.

If the Company determines that the Costoner has stilled one or more of the exceptions above in an excessive matter, then the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

If the Customer exceeds the "View Demand" during a period when the Company is controlling load for any reason other than those specified above, then the Customer will be:

- Island the defference between the Firm On-Peak Demand Charge and the Load Control On-Peak Demand Charge for the excess low for the prior surty (n0) months or the number of months the Customer has been billed under this rate schedule, whichever is less, and
- 2. billiof a penalty charge of \$1.28 per low of excess low for each month of robilling.

Excess kw for rebiding and penalty charges is determined by taking the difference between the measurain demand during the Load Control Panod and the Customer's "Firm Demand".

(Command on Short No. 8 (55)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Third Revised Sheet No. 8.655 Cancels Second Revised Sheet No. 8.655

(Continued from Short No. 8,654)

## THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A CONTROLLABLE DEMAND LEVEL.

## FIRM ON-PEAK DEMANDS

The Costoner's monthly Form Co-Peak Demand shall be the Co-Peak Demand throug the exenth less the "Costonial's Demand" level specified in the Costonial's Communical Industrial Loud Control Program Agreement with the Company.

## LOAD CONTROL ON PEAK DEMAND.

Load Control On-Peak Demand shall be the "Controllable Demand" level specified in the Customer's Communical landastrial Load Control Program Agreement with the Company.

# PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS FOR CUSTOMERS DESIGNATING A CONTROLLABLE DEMANDLEVEL:

Customers notified of a load control event should achieve the Controllable Demand Level during periods when the Company is controlling load, except under the following conditions:

- 1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- maintenance of generation opagment necessary for the implementation of load control which is performed at a pre-arranged fame and date mutually agreeable to the Company and the Continuer (See Special Provisions), or
- 3. adding time load that was not previously non-time load to the Chatteriote facility or
- 4. an event affecting local, state or national sensity; or
- an event whose nature requires that space leanth activities be placed in the critical mode (requiring a closed-loop configuration of FPCs transmission system) as designated and documented by the NASA Test Director at Kernedy Space Center audior the USAF Range Safety Officer at Cape Canavard Air Force Station.

The Customer's energy use (in excess of the "Firm Demant") for the conditions haded above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be hilled, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (colculated on a cent per kilowaff from basis) that FPL is purchasing or selling through period, less the applicable class that charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17 0825, P.A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will reminate service under this rate schedule as described in TERM CF SERVICE.

If the Customer does not actions the Controllable Demand level during a parted when the Company is controlling lead for any misson other than those specified above, then the Customer will be:

 Islied the difference between the Firm On-Peak Demand Charge and the Lead Central On-Peak Demand Charge for the rebilling law for the prior sixty (60) months or the number of months the Customer has been billed under this rate schedule, whichever is less, and

(Continued on Short No. 8.656)

Sixth Revised Sheet No. 8.656 Cancels Fifth Revised Sheet No. 8.656

(Continued from Short No. 8 (155))

billed a penulty charge of \$1.28 per kw of excess kw for each month of rebilling.

The kw for rebilling and penalty charges is determined by taking the difference between the Controllable Demand and the maximum demand octually reduced during the Load Control Period. The Customer will not be subfilled or penalized twice for the same excess low in the calculation described above.

As long as the Customer's load rottetion from the operation of the control centur results in a demand during the Load Control Period that is at or below the calculated Firm Demand for that billing period, the Customer will not be required to pay the possity and rebilling charges.

## TERM OF SERVICE:

Draing the first year of service under this Rate Schedule, the Contenus will determine whether or not thes program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Terramation. It is arteraided that the Company will continue to provide and the Customer will certifine to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a five-year termination notice provision which will allow either the Customer's the Company's offering of the Schedule should there be enterestances under which the termination of the Contour's participation or the Company's offering of the programs desired.

Service under this Rate Schedule shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide five (5) years' written notice prior to resume service under this Rate Schedule.

The Company may harminate service under this Rate Schodule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schodule or the Communical Industrial Load Control Program Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in whence and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schodule at the end of the 90-day notice period unless the Customer takes measures necessary to dimente, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schodule and bill the Customer under the otherwise applicable firm sorrice rate wheelide.

## PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than five (5) years' written notice; to any firm retail rate schoolede for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to expensive to serve all of the previously controlled Load Control On-Peak Demand and to take interruptible steadily service from the Computy, the Customer may terminate the Computeral Industrial Load Control Program Agreement by giving at least thirty (30) days' advance written excite to the Computer.

(Continued on Sheet No. 8 657)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 8.657 Cancels First Revised Sheet No. 8.657

(Continued from Sheet No. 8.656)

If service under this Bate Schadule is terminated for any mason, the Oustoner will not be rebilled as specified in Charges for Early Terminators of

- it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the company's cliffic program is in the host interests of the Constorner, the Company and the Company's other customers, or
- b. the Customer is required to transfer to wrother retail not schedule as a result of Commission Rode 25-6-0438, F.A.C., or
- 6. the termination of service tanker this Rate Schoolde is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations character in the Company's service area), or a decision by the Customer to acquirement to serve all of the previously controlled Load Control Co-Piak Demand and to take interruptible standby service from the Company, or
- d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schools and the MW demand reduction consistency to the Company's Generator: Expansion Plan has been met and the new replacement Customer(s) has (have) the equipment installed and is (any) smallable to perform load control, or
- FPL determines that the Customer's MW reduction is no longer needed at accordance with the FPL Natural Commercial Industrial Conservation Goals.

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (ass) available as specified in paragraph d. above, but the replacement Customer(s) doos(do) become available within twolve (12) months from the date of termination of service under this schedule or FPL later determines that there is no most for the MW reduction in accordance with the FPL Numeric Commercial/Industrial Conservation Goals, then the Customer will be refunded all or part of the refulling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Load Control Periods which may occur before the replacement Customer(s) became available.

## Charges for Early Termination:

## In the event that

- a) service is terminated by the Correany for any mason(s) specified in this section, or
- b) there is a termination of the Customer's conting service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or a curtallable service rate schedule, or under this schedule with a shift from non-firm load to firm service.
  - at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice, or
- the Customer transfers the controllable portion of the Customer's load to "Firm Dumand" or to a firm or a curtaliable service rate schedule without providing at least five (5) years' advance writtennotice.

(Continued on Short No. 8 658)

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

Effective: November 15,2002

Sixth Revised Sheet No. 8.658 Cancels Fifth Revised Sheet No. 8.658

(Continued on Short No. 8.657)

## then the Customer will be:

- arbilled under the otherwise applicable farm or outsuitable service nets schedule for the shorter of (a) the prior study (66) months during which the Castomer was billed for service under this Rate Schedule, or (b) the number of months the Castomer has been billed under this Rate Schedule, and
- billed a panelty charge of \$1.28 per kw times the number of months rebilled in No. 1 above times the highest Lond Control On-Peak Demand occurring their prior from the prior twenty-three (23) months.

## SPECIAL PROVISIONS:

- Control of the Customer's load shall be accomplished through the Company's load management systems by use of control
  circuits connected directly to the Customer's switching equipment or the Customer's load may be controlled by use of an
  energy management system where the firm demand or controllable demand level can be established or modified only by
  means of joint access by the Customer and the Company.
- The Customer shall great the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned lead control equipment.
- It shall be the responsibility of the Contenter to determine that all electrical equipment to be controlled is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.
- 4. The Company is not negated to install lead control equipment if the installation cannot be economically justified.
- Billing under this schedule will commonce after the installation, inspection and successful testing of the load control
  equipment.
- Maintenance of generation equipment necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service endomers.

## CONTINUITY OF SERVICE PROVISION:

In order to minimize the frequency and denation of interruptions or requests that the Customer operate its backup generation engaperent, the Company will attempt to obtain reasonably evoluble additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage, in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. Any non-firm customers so electing to receive expectly and/or energy which enable(s) the Company to continue service to the Customer's non-firm leads during these periods will be subject to the additional charges set forth below.

(Continued on Short No. 8.659)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Third Revised Sheet No. 8.659 Cancels Second Revised Sheet No. 8.659

## (Continued from Sheet No. 8-658)

In the event a Castomer efacts not to have its non-firm load interrupted pursuant to this Schedule, the Customer shall pay, in addition to the revinal charges provided humander, a charge reflecting the additional costs incurred by the Company to continuing to provide service, less the applicable class field charge for the period during which the load would otherwise have been controlled (see Short No. 8.000). This intermental charge shall apply to the Customer for all consumption above the Customer's Firm Demand during the time in which the non-firm load would otherwise have been controlled. If, for any mason during such period, this capacity and/or energy in (are) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will come to apply and interruptions will be required for the remainder of such period unless energy use is for one of the conditions outlined under "Provisions for Energy Use During Control Periods".

Any customer served under this rate schedule may elect to minimize the interruptions through the precedure described above. The initial election must be made in the Commercial Industrial Load Control Program Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 hours' written notice (not including helidays and weekenths) and must be by mutual agreement, in weiking, between the Customer and the Company. In such case, the written notice will replace my prior election with regard to this Continuity of Service Provision.

## 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(s) of this schedule and said "General Rules and Regulations for Electric Service", the provision(s) of this schedule shall apply.

#### DEFINITIONS:

Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

Force Majoure.

Force Majoure for the purposes of this schedule means causes not within the reasonable control of the Customer affected and not enused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, nots, emigrammatal constraints lawfully imposed by finderal, state, or local governmental bodies, explosions, fires, floods, lightning, wird, acculents to equipment or machinary, or similar occurrences.

Backup Generation Equipment:

Backup generation equipment shall be Customer-provided generation equipment and switch gear. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.

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

Effective: November 15, 2002

Twenty-Third Revised Sheet No. 8.680 Cameels Twenty-Second Revised Sheet No. 8.680

#### COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER (CDR) (OPTIONAL)

## AVAILABLE

In all areas served. Available to any occumental or industrial customer receiving service under Rate Schedules GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLDT-1, GSLDT-2, GSLDT-2, GSLDT-3, GSLDT-3, or HLFT through the execution of a Commercial Industrial Domaid Reduction Rider-Agreement in which the load control provisions of this rider can feasibly hospified.

## LIMITATION OF AVAILABILITY:

This Rider may be medified or withdrawn subject to determinations made under Commission Rules 25-17:0021(4), F.A.C., Goals for Electric Vilities and 25-6-008, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

## APPLICATION:

For electric service provided to any communical or authorized material material sources and the Schedule GSD-1, GSD-1, GSLD-1, GSLD-1, GSLD-1, GSLD-2, GSLDT-2, GSLDT-3, or HLFT who as a part of the Communical Industrial Demand Reduction Ridor Agreement/services the Company to control at least 200 kW of the Customer's load, or agrees to operate Backup Generation Equipment (see Definitions) and designed (if applicable) additional controllable dimension of service at least 200 kW of the Customer's own load during periods when the Company to controlling load. A Customer shall enter into a Communical Industrial Reduction Demand Ridor Agrimment with the Company to be eligible for this Ridor. To establish and maintain qualification for this Ridor, the Customer must have lead a Utility Controlled Demand during the summer Controllable Rahing Period (April 1 through October 31) for at least three out of seven months of at least 200 kW greater than the Firm Demand level specified in Section 4 of the Communical Industrial Demand Reduction Ridor Agreement. The Utility Controlled Demand shall not be served on a firm service basis until service has been terminated under this Ridor.

#### LIMITATION OF PERVICE

Customers participating in the General Service Load Management Program (FFL "Business On Call" Program) or Economic Development programs are not eligible for this Ricket

## MONTHLY RATE.

All rates and charges under Rate Schedules GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLDT-3, GSLDT-3, HLFT shall apply in addition, the applicable Monthly Adversariative Adder and Utility Controlled Demand Credit shall apply.

## MONTHLY ADMINISTRATIVE ADDER:

Eate Schodule	Adder
GSD-1	\$140.88
GSDT-1, HLFT (25-89 kW)	51.40.88
GSLD-1, GSLDT-1, HLFT (506-L999 kW)	3194.41
GSLD-2, GSLDT-2, HLFT (2,000 kW or greater)	\$80.20
GSLD-3, GSLDT-3	\$239.65

## LITILITY CONTROLLED DEMAND CREDIT:

A monthly crofit of (\$8.70) per kW is allowed based on the Customer's Utility Controlled Demass).

# UTILITY CONTROLLED DEMAND:

The Unlifty Controlled Demand for a month in which there are no load control events thring the Controllable Rating Period shall be the sum of the Customer's kWh usage thring the hours of the applicable Controllable Rating Period, divided by the total number of hours in the applicable Controllable Rating Period, less the Customer's Firm Demand.

In the event of Load Control occurring during the Controllable Rating Period, the Unitry Controllad Demand shall be the start of the Customer's KWh usage during the hours of the applicable Controllable Rating Period less the start of the Customer's KWh usage during the Load Control Period, divided by the number of non-load control hours occurring their applicable Controllable Rating Period, Into the Customer's Firm Demand.

(Continued on Sheet No. 8.681)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Third Revised Sheet No. 8.681 Cancels Second Revised Sheet No. 8.681

#### FLORIDA POWER & LIGHT COMPANY

(Continued from Short No. 8 680)

## CONTROLLABLE RATING PERIODS:

Newtonber 1 through Metch 31. Monthlys through Frisleys during the hours from 6 a.m. EST to 9 a.m. EST multiding Thomburing Day, Christmas Day, and New Your's Day.

April 1 through October 31. Mondays through Fridays through the hours from 3 p.m. EST to 6 p.m. EST excluding Memorial Day, Independence Day, and Labor Day.

## FIRM DEMAND:

The Customer's monthly Farm Demand shall be the losser of the "Farm Demand" level specified in the Commercial/Industrial Demand Reduction Rider Agracment with the Company, or the Customer's maximum demand chaing the applicable Controllable: Rating Period. The lovel of "FarmDemand" specified in the Commercial Industrial Demand Reduction Rider Agracment shall not be accorded during the periods when the Company is controlling the Customer's lead.

## LOAD CONTROL:

## Control Condition.

The Customer's controllable load served under this Rider is subject to control when such control alleviates any emergency somblitums or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entails taking base loaded units, cycling units or combandors turbines above the continuous ratio-bodgest, which may constrond the generators.

<u>Promotory</u>: The Control Conditions will repically result in less than fifteen (15) Load Control Periods per year and will not exceed twenty-five (25) Load Control Periods per year. Typically, the Company will not initiate a Load Control Period within six (6) from of a previous Load Control Period.

Notice: The Company will provide one (1) hours advance notice or more to a Castomer prior to controlling the Castomer's cortrollable load. Typically, the Company will privide advance reduce of few (4) hours or more prior to a Load Control Period. Sometime will be by electrosec, written or und. The Company shall not be impossible for the Castomer's failure to encoure or act upon such notice.

Christian: The danton of a single Load Control Period will typically be three (3) hours and will not exceed six (6) hours.

In the event of an emergency, such as a Generating Capacity Emergency (see Definitions) or a major disharbance, greater frequency, less retice, or longer duration than listed above may occur. If such an emergency develops, the Castomer will be given 15 minutes notice. Less than 15 minutes notice may only be given in the event that failure to do so would result in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Castomer agrees that the Company will not be liable for any damages or impries that may occur as a result of providing no notice or loss than one (1) hour notice.

# Customer Responsibility:

Upon the successful installation of the load control equipment, a test of this equipment will be conducted as specified in the Commercial behavioral Demand Roduction Demand Rider Agreement. Testing will be conducted at a mutually agreeable time and date. This time and dateshall typically be within the Controllable Rating Paricel unless otherwise agreed by the Company.

The Coxtomer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to also being allowed to also the Contomer's load, as specified in the Commercial Industrial Demand Reduction Rider Agreement.

The Company will control the controllable portion of the Casterner's service for a one-how period (typically within the Controllable Rating Periods) once per year for Company testing purposes on the first Wednesday in November or, if not possible, at a mutually agreeable time and date, if the Casterner's load has not been successfully controlled during a load control event in the previous twelve (12) months. Testing purposes include the testing of the load control equipment to ensure that the load is able to be controlled within the agreed specifications.

## LOAD CONTROL PERSOD.

All hours established by the Company during a monthly billing period in which:

- I. the Customer's lead is controlled or
- the Customer is billed pursuant to the Continuity of Service Provision.

(Continued on Sheet No. 8 (82)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Fifteenth Revised Sheet No. 8.682 Cancels Fourtrenth Revised Sheet No. 8.682

(Continued from Sheet No. 8 (81))

#### PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS:

Contemms notified of a load control event should not exceed their Firm Demand during periods when the Company is controlling load. However, electricity will be made available during control periods if the Cantonna's failure to meet its Firm Demand is a mind of one of the following conditions:

- 1. Ferre Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company; or
- maintenance of generation equipment necessary for the amplementation of load control which is performed at a preaminged time and date matually agreeable to the Company and the Contoner (See Special Provisions), or
- 3 adding firm load that was not previously non-firm load to the Customer's facility, or
- 4. an event affecting local, state or national security, or
- an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Costerner's energy use (in excess of the Firm Demand) for the conditions listed above will be billed parament to the Contensity of Service Provision in no longer available, the Contensity of Service Provision is no longer available, the Costerner will be billed, in addition to the restrict change provided harmonder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cent per kilowatt-hour basis) that EPL is producing or selling during that period, less the applicable class find charge. As-Available Energy cost is the cost calculated for Schedule COX-1 in accordance with EPSC Rule 23-17-0828. F.A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive marrier, the Company will terminate survice ender this rider as described in TERM OF SERVICE.

If the Customer escoods the Firm Demand thiring a period when the Company is controlling load for any ranson other than those specified above, then the Customer will be:

- billed a \$8.70 charge per kW of excess kW for the prior sixty (60) months or the number of months the Customer has been billed under this rider, whichever is less, and
- 2. billed a penalty charge of \$1.29 per kW of excess kW for each month of rebilling.

Excess kW for solviling and penalty charges in determined by taking the difference between the Customer's kWh usage during the load central period divided by the number of hoers in the load central period and the Customer's "First Demand". The Customer will not be upfilled by penaltical trake for the same excess kW in the calculation described above.

(Continued on Short No. 8:683)

Issued by: Tiffany Coben, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

First Revised Sheet No. 8.683 Cancels Original Sheet No. 8.683

(Continued from Sheet No. 8,682)

## TERM OF SERVICE:

During the first year of service under this Rider, the Customer will determine whether or not this Rider is appropriate for the Customer and may request to cost the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rider for the life of the generating unit which has been avoided by the Rider. Those is, however, a Sive-year termination notice provision which will allow other the Customer or the Company to terminate service under this Rider should there by circumstances under which the termination of the Customer's participation or the Company's officing of this Rider is desired.

Service under this Rider shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.

The Company may luminate service under this Riche at any time for the Customer's failure to comply with the terms and conditions of this Riche or the Communical Industrial Domand Reduction Riche Agreement. Prior to any such termination, the Company shall notify the Customer's failure to comply. The Company may then terminate service under this Riche at the end of the 90-day notice period unless the Customer takes measures necessary to climinate, to the Company's satisfaction, the compliance deficiencies described by the Company's Notwithstanting the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective section, the Company shall be entitled to suspend forthwith the monthly credits under this Riche and bill the Customer under the otherwise applicable firm service rate wheelsite.

## PROVISIONS FOR EARLY TERMINATION.

Termination of this Rider, with less than five (5) years' written notice, for which the Customer would qualify, may be permitted if it can be shown that each termination is in the best interests of the Customer, the Computer and the Computer's other customers.

If the Customer to longer wishes to receive ejectric service in any form then the Company, or decides to cognitude to service if of the previously Utility Controlled Demand and to take interruptible stassibly service from the Company, the Customer may terminate the Company in the Customer may terminate the Company in the Company in the Customer may terminate the Company advance written notice to the Company.

If service under this Rider is terminated for any reason, the Customer will not be robilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic costeffectiveness of the Company's Commercial Industrial Demand Reduction Rider is in the best interests of the Customer, the
  Company and the Company's other customers, or
- the Costomer is required to terminate this Rider as a result of Commission Rule 25-6.0408; F.A.C., or a Commission decision pursuant to this rule, or
- 6. the termination of service under this Rider is the result of either the Customer's couring operations at its facility (without continuing or establishing similar operations elsewhere in the Compuny's service area), or a decision by the Customer to cogenerate to serve all of the proviously utility controlled load and to take interruptible standing service from the Company, or
- d. any other Costomer(s) with demand reduction equivalent to, or greater than, that of the existing Costomer(s) agrees to take service under this Rider and the MW demand reduction commitment to the Company's Generation Expansion Plan has been und and the new replacement Customer(s) has these the opagement installed and is (and) available to perform load control, or
- EPL determines that the Customer's MW radiation is no longer needed in secondarce with the EPL Numeric Communical Industrial Conservation Goals

(Continued on Sheet No. 8 684)

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

Effective: November 15, 2002

Eleventh Revised Sheet No. 8,684 Cancels Tenth Revised Sheet No. 8,684

## (Continued from Sheet No. 8 (83))

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (ast) available as specified in paragraph d above, but the replacement Customer(s) desertion become available within twelve (12) months from the data of termination of service under this Roder or FPL later determines that there is no need for the MW reduction in accordance with the FPL Numeric Commercial ludistrial Conservation Costs, then the Customer will be refunded all or part of the rebailing and penalty in proportion to the amount of MW obtained to replace the fost capacity loss the additional cost incurred by the Company to serve those MW during any load control periods which may occur before the registerment Customer(s) because available.

## Charges for Early Termination;

#### In the event that:

- service is terminated by the Company for any reason(x) specified in this section, or
- b) there is a termination of the Castonan's coasting service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character teacher a firm service or a contailable service rate schooleds, or tasker that riderwith a shift from non-farm load to firm service.
  - () at a different location in the Company's service area, or
  - ii) inder a different name or different ownership, or
  - under ofter circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (Syears' advance written notice, or
- c) the Customer transfers the controllable portion of the Customer's load to "Firm Durand" or to a firm or a custallable service rate schedule without providing at least five (5) years' advance written notice.

#### then the Customer will be:

- rehilled \$8.70 per kW of Utility Controlled Demand for the shorter of (a) the most recent prior sixty (80) months during which the Customer was billed for service under this Rider, or (b) the number of months the Customer has been hilled under this Rider, and
- 2. billiof a penalty charge of \$1,20 per kW of Utility Controlled Demand times the number of months rebilliod in No. 1 above:

# SPECIAL PROVISIONS:

- Control of the Customer's load shall be accomplished through the Company's load management systems by use of control
  extrusts connected directly to the Customer's switching equipment or the Customer's load may be controlled by use of an
  energy inanagement system where the firm demand level can be established or modified only by mass of joint access by the
  Customer and the Company.
- The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or nanowing Company-owned load control squapment.
- It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled as in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.
- 4. The Company is not required to install lead control equipment if the installation cannot be accommissally justified.
- 5. Credits under this Rider will commence after the installation, impection and successful testing of the load control equipment.
- Maintenance of equipment (including generators) necessary for the implementation of load control will not be scheduled thating periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

(Continued on Short No. 8 685)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.685 Cancels Original Sheet No. 8.685

(Continued from Sheet No. 8 684)

#### CONTINUITY OF SERVICE PROVISION:

In order to maximize the Sequency and duration of interruptions, the Company will attempt to obtain reasonably available additional capacity and/or energy during periods for which interruptions may be requested. The Company's obligation in this cognid is no different than its obligation in general to purchase power to serve its Costomers during a capacity shortage; in other words, the Company is not obligated to account for, or otherwise reflect in its generation planting and corresponding, the possibility of providing capacity and/or energy under this Continuity of Service Provision. Any non-firm customers so desting to receive capacity and/or energy which enable(s) the Company to continue service to the Customer's non-firm looks during these periods will be subject to the additional charges set forth below.

In the event a Customer elects not to have its non-firm load interrupted pursuant to this Rider, the Customer shall pay, in addition to the normal charges provided horizonte, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class find charge for the period during which the load would otherwise have been controlled (see Short No. 8.030). This incurrence charge shall apply to the environment aload for all consumption above the Customer's non-firm borned during the time in which the non-firm load would otherwise have been controlled If, for any motion during such period, this supercity and/or energy is (ass) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will cease to apply and interruptions will be required for the remainder of such period unless energy use is for one of the conditions cutlined under "Provisions for Energy Use During Costrol Periods".

Any customer served under this Rider may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Commercial inclusival Demand Reduction Agreement. Any adjustment or charge to the election must be provided to the Company with at least 24 beam's written notice (not including holidays and weakents) and must be by mutual agreement, in writing, between the Contours and the Company. In each case, the written notice will replace say prior election with ragard to this Continuity of Service Provision.

## BUILES AND REGULATIONS:

Service under this rider 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(s) of this rider and said "General Rules and Regulations for Electric Service", the provision(s) of this rider shall apply.

## DEFINITIONS:

Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric sufficies in the state of Florida has inadequate generating capability, including psechased power, to supply in firm load obligations.

## Force Majoure

Force Majorare for the purposes of this rider means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of the diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurections, note, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

Backup Generation Equipment

Backup generation equipment shall be Customer-provided generation equipment and switch year. This generation equipment will be utilized for emergency purposes, including periods when the Company is occurrelling lead.

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

Effective: November 15, 2002

Original Sheet No. 8.686

## CURTAILABLE (DAD LIMITED AVAILABILITY EXPERIMENTAL RIDER: (OPTIONAL RIDER (CL) / CLOSED SCHEDULE)

## AVAILABLE:

Available to Customers that had executed a Curtailable Load Service Agreement with the company on or before December 31, 2021 and had commuted to a minimum Non-Firm Demand of 4,000 kW. Service under this rate schedule is subject to installation of equipment necessary for implementation.

This Rider will be closed to further subscription.

## LIMITATION OF AVAILABILITY:

This Bider may be modified or withdrawn subject to determinations made under Commission Rules 25-17.0021(4), F.A.C., Goals for Electric-Utilities and 25-4-0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

#### APPLICATION:

This Rider is applicable to any Customer whose actual measured demand through one or more accounts is not less than 4,000 kW during the provious 12 months and who maintains an annual load factor of not loss than story percent (60%). Multiple accounts may be combined to meet the demand and load factor requirements provided the demand response is coordinated from a single location and a single point of contact is provided to the Company for notification. Participating Customers are required to execute a Curtoslable Load Service Agreement with the Company.

This Rider is also applicable only to premises at which an interruption of electric service will primarily affect only the Customer, its employers, agents, lessees, tenants or business guests, and will not significantly affect members of the general public, not interfere with functions performed for the protection of public health or safety unless adequate on-site backup generation is available.

This Rider is offered to conjunction with the rates, terms, and conditions of the rate schedule under which the Costoner takes service and affects the total bill only to the extent that the natus, terms, and conditions under this Rider differ from the natus, terms, and conditions of such rate schedule.

## LIMITATION OF SERVICE:

Customers participating in the General Service Load Management Program (FPL "Business On Call" Programs are not aligible for this Bider.

## MONTHLY RATE:

All rates and charges under Rate Schedules GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLDT-3, HLFT shall apply

## UTILITY CONTROLLED DEMAND:

The USBity Controlled Demand for a south in which there are no load control events during the Controllable Rating Period shall be the sum of the Castomar's kWh usage during the hours of the applicable Controllable Rating Period, divided by the total number of hours in the applicable Controllable Rating Period, lies the Castomar's Firm Demand.

In the creat of Load Control occurring during the Controllable Rating Period, the Utility Controllad Demand shall be the sum of the Contours's 4Wh usage during the focus of the applicable Controllable Rating Period loss the sum of the Contours's 4Wh usage during the Load Control Period, deviated by the number of non-load control heres occurring their the applicable Controllable Bating Period, loss the Contours's Period Demand.

(Continued on Short No. 6:487)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Tariff Sheet No. 8.687

(Continued from Short No.8.686)

#### CONTROLLABLE RATING PERIODS:

A curtainent period may be designated by the Company when Non-Firm Domand curtailment is nucessary to alloviate any conditions that could lead to the interruption of power supply in the NEE Balancing Acea, a local area or a region. Such conditions include, but are not limited to, those where curtainment is necessary to prevent capacity or energy emergences and arent potential indespends power surges, facility overfeeds or veltage collapse. The curtainment period designation will follow Company-applicable NEBC, regional, state, public services commession or local standards or guardelines. Typically, the Company will provide advance notice of 30 minutes or more prior to a custodiment period. If requested, the Company will respond to impairies from the Contorner regarding a custodiment period and previde requested information regarding the event to the soloni such information is not conditional, proprietary, or non-public transmission information in

#### COMPLIANCE INCENTIVE:

The Company may terminate service under this Rider at any time for the Customer's failure to comply with the terms and conditions of this Rider or the Custaloble Load Service Agreement. In such event, the Company shall be critified to immediately suspend finite monthly credits under this Rider and bill the Customer for the total value of the credits received during the lesser of (i) the prior of months; (ii) the number of months which have disposed since the occurrence of the most recent custalment period, or (iii) the number of months which have alogsed since the Customer began service under this Rider.

An incident of non-compliance will be considered to have occurred if the Customer's maximum integrated thirty (30) minute demand to the nearest kilowatt (kW) during a cortainment period or test period is greater than the Firm Demand.

#### DETERMINATION OF FIRM DEMAND AND NON-FIRM DEMAND:

Firm Demand is defined as the amount of demand that the Customer's measured demand cannot exceed during a cortainment period or test period.

Non-Firm Demand is defined as the amount of demand that the Costomer agrees to reduce during a cartailment period or test period.

The Customer's Firm Demand and Non-Firm Demand shall be established in the Customer's Firm Demand and Non-Firm Demand shall not exceed the Customer's maximum recessind domand. If the sum of a Customer's Firm Demand consent in Demand shall not exceed the Customer's maximum recessind domand doing a year, the Non-Firm Demand of a Customer's maximum recessand domand domand doing a year, the Non-Firm Demand for the following year will be reduced by the difference. The contracted Firm and Non-Firm Demand may be adjusted proactively by matual agreement of the Customer and the Company.

#### CREDIT

Monthly credits will be paid to the Customer based on the product of the Non-Firm Demand and Credit Value as specified in the Custallable Load Service Agreement. Should the sam of a Customer's Firm Demand and Non-Firm Demand exceed the Customer's maximum massared demand during a year, the subsequent monthly credits for the following year will be reduced by the difference between the same of the Customer's Non-Firm Demand and Firm Demand and the Customer's maximum measured demand for the prior year multiplied by the Credit Value.

(Continued on Sheet No. 8.688)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Tariff Sheet No. 8.688

(Continued from Shert No.8.687)

#### DEMONSTRATION PERIOD:

Prior to the Customer taking service under this Rider, the Customer must demonstrate their ability to reduce their electrical demand. to a level equal to, or below, their Firm Demand as specified in the Curtailable Load Service Agreement. The Castomer will be notified 30 minutes prior to the required demonstration period. The demonstration period will occur within 30 days of the Company. being notified by the Customer that it wishes to take service under this Rider. The demonstration will be for a period of no more than two cornecutive hours.

#### SPECIAL PROVISIONS

- Service under this Rider to not available to a Cantomer whose promises are designated by one or more governmental agencies for too as a public shelter during a notated disaster and/or a duclated state of emergency.
- Credits under this Rider shall communes after the successful demonstration of demand reduction by the Contourne as determined by the Company
- The Company reserves the right to tout the Contours's ability to comply with the provisions of this Rider for a one-hour test period if there has not been a custaliable period or demonstration period for the Customer during the previous 12 months. These test periods will not be considered curtailable periods.
- 4. If the Customer terminates participation prior to the expiration of their full contract term, the Customer will not be allowed to participate in this program for two subsequent years.

  Contourns who exit the program prior to the full expension of their full contract term and who subsequently re-enter the program.
- may only take service under the terms of their original contract until its expiration.
- Casteons taking service under negotiated contracts may participate in Rides CL provided that such participation is explicitly. pomitted in the Continuer's executed contract.

#### TERM OF SERVICE.

Service under this Riche requires a Curtailable Load Service Agreement Invang a term of 15 years beyond the anticipated in service date of the Company's Avoided Unit or Resource. Customers may terminate their Curtailable Load Service Agreement without penalty or hability by providing the Company with at least five (5) years advanced written notice. In such event, the Curtallable Load Service Agreement will automatically terminate on the day following the fifth autiversary of the date of the Customer's termination notice

If the Costumer cases taking service under the Rider prior to the expiration of the full contract term and without the required advanced written notification, the Company will bill the Customer for the total value of the credits exceived during a period equal to the lesser of (i) the prior 60 months, (ii) the number of months which have clapsed since the occurrence of the most recent curtailment period; or (iii) the member of months which have elapsed since the Customer began service under this Rader.

Service under this Rider is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

### RULES AND REGULATIONS:

Service under this rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Roles and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision(s) of this rider and said "General Rules and Regulations for Electric Service", the provision(s) of this rider shall apply.

#### DEFINITIONS:

Generating Capacity Emergency:

A Concrating Capacity Emergency exists when any one of the sheerist utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

Force Majoure for the purposes of this rater means causes not within the reasonable control of the Castomer affected and not caused by the negligence or lack of the diligence of the Distorner. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, nots, environmental constraints lawfully imposed by finderal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, socidents to equipment or machinery, or similar occurrences

Backup Generation Equipment

Backup generation equipment shall be Customer-provided generation equipment and switch gear. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fifteenth Revised Sheet No. 8.715 Cancels Fourteenth Revised Sheet No. 8.715

## (Closed Schedule)

#### RATE SCHEDULE: SL-1

#### AVAILABLE

In all areas served.

#### APPLICATION:

For lighting streets and roadways, whether public or private, which are thoroughfares for normal flow of vehicular traffic. Lighting for other applications such as memorphism and privately-owned parking lots, parks and recreational areas; or any other area not expressly defined above, is not permitted under this schedule except for lighting in such an application that was already under this schedule prior to July 9, 1992. Lamp replacement and energy-only service is available to existing customer facilities taking service under this rate prior to famoury 1, 2017. All other services will be applicable to Customers who were active prior to Jamuary 1, 2022.

#### TYPE OF INSTALLATION:

FPL-owned fixtures normally will be mounted on poles of EPL's costing distribution system and served from overhead wints. On request of the Customer, FPL will provide special poles or underground wints at the charges specified below. Customer-owned systems will be of a standard type and design, perturbing service and lamp replacement at no adnormal cost to FPL. All modifications on existing Customer-owned energy-only or re-lamp lights or new Customer-owned circuits to motored under SL-IM Street Lighting Metered Service traiff.

#### SERVICE

Service includes large enterods, patrol, energy from dask each day until dawn the following day and maintenance of FPL-owned Street Lighting Systems.

#### LIMITATION OF SERVICE.

For Mercury Vapor, Fluorescent and Incardescent luminaires, no additions or charges in specified lumin output on existing installations will be permitted under this schedule after October 4, 1981 except where such additional lights are required in order to match existing installations.

Existing Company owned non-LED fixtures such as high-pressure sodium vapor OPSV), mercury vapor or tretal helide luminaires permitted in closed teariffs prior to January 1, 2022 will be considered legacy fixtures. Service will remain as large renewals and fixture tretal such time when the Company decides to no longer make available. The Company will communicate a plan to replace non-LED fixtures with LED fixtures with LED fixtures with LED fixtures.

Stand-by or totale service is not permitted horounder.

#### CUSTOMER CONTRIBUTIONS:

A Contobution-in-Aid-of-Construction (CIAC) will be required for

- a) the differential cost between employing rigid construction techniques in treaching, backfilling and pole installation work where no obstructions cost, and the added cost to exercise obstructions such as sprinkler systems, paved surfaces (such as advendle, curbs, gritten, and readways), lumbacaping, socking and other obstructions encountered along the Smoot Light System installation route, including repair and replacement. If the Custerner elects to perform work such as trenching and restoration, they will be correlated by EPL, with a credit (net to exceed the total CLAC cost) for the value of this work as determined by EPL.
- 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 Street Lighting System less four (4) times the additional around non-fiel energy revenue generated by the installation or alteration of the Street Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

(Continued on Short No. 8.716)

Forty-First Revised Shret No. 8.716 Cancels Fortieth Revised Sheet No. 8.716

#### (Continued from Short No. 8.715)

These costs shall be paid by the Customer prior to the initiation of any construction work by FPL. The Customer shall size pay any additional costs associated with design medification s requested after the original astimate has been made.

#### REMOVAL OF FACILITIES.

If Street Lighting facilities are removed by either Customer request or termination or breach of the agreement, the Customer shall pay FFL an amount ognit to the original austalied cost of the removed facilities less any sulvage value and any depreciation flooral construct dependation rates as approved by the Plonds Public Service Commissions plus removal cost.

#### MONTHLY RATE:

						Charge for Customer- Owned Unit (S) ****					
Liminusu Type High Pressure		Lump Size Initial Lumpto / Watts		Estimate	Extens	Miento- metes	Non-Fad	Letal	Energy	Only.	
7.1900	m Vapor	6,300	70	29	54.90	\$2.00	\$0.95	\$7.85	\$2.95	\$0.95	
**	*	9,500	100	41	\$4.55	\$2.01	31.34	\$7.90	\$3.35	\$1.34	
	**	16,000	150	60	\$4.69	52.04	\$1.96	\$8.09	54.00	\$1.96	
**	**	22,000	200	88	\$7.11	\$2.00	\$2.88	312.59	\$5.48	\$2.88	
**	*	50,000	600	168	\$7.18	\$2.59	\$5.50	\$15.27	39(1)	\$5.50	
*	*	27,500	250	116	\$7.56	\$2.82	53.80	\$14.18	\$6.02	53.80	
*	*	140,000	1,000	411	511.38	\$5.06	\$13.45	\$29.89	\$18.51	\$13.45	
Mirror	ary Vapore	0,000	140	62	\$3.53	\$1.79	\$2.03	\$7.35	\$3.82	82.03	
*		8,600	175	77	\$3.60	\$1.79	\$2.52	\$7.91	\$431	\$2.52	
	*	11,500	250	104	\$5.99	\$2.58	\$3.40	\$11.97	\$6.15	\$3.40	
*	**	21,500	400	160	55.06	\$2.54	\$524	\$13.76	57.03	8524	

The non-fisel energy charge is 3.273¢ per kWh.

Charges for other FPL-owned facilities:

Wood pole used only for the street lighting system	\$5.50
Concrete pole used only for the street lighting system	\$7.52
Fiberglass pole used only for the street lighting system	58.80
Steel gole used only for the street lighting system	\$7.52
Underground conductors not underpaying	4.498¢ per foot
Underground conductors under paving	10.988¢ per foot

The Underground conductors under paving charge will not apply where a CIAC is paid pursuant to section "a)" under "Custome Contributions." The Undergovers conductors not under paving charge will apply in these situations.

### SPECIAL PROFESION:

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

Ficilities Chargo: 1.28% of the Company's average installad cost of the pole, light fixture, or both

FPL shall use the maintenance charges in this turiff for fistures that fall under the special prevision based Maintenance Charge:

on waitage. If a special provision fixture falls between two waitages, the maintenance charge will be averaged between two existing waitages.

Non-Puel Energy Charge: 3.273¢/kWh

(Continued on Sheet No. 8 717)

Issued by: Tiffuny Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

<sup>\*\*\*</sup> Hills rendered based on "Total" charge. Unbundling of charges is not permitted.

<sup>\*\*\*\*</sup> New customer-owned facilities are closed to this rate effective January 1, 2017.

Thirtieth Revised Sheet No. 8.717 Cancels Twenty-Ninth Revised Sheet No. 8.717

(Continued from Short No. 8.716)

On Customer-owned Street Lighting Systems, where Customer contracts to relamp at no cost to FPL, the Monthly Rate for non-find energy shall be 3.273¢ per kWh of estimated image of each unit plus adjustments. On Street Lighting Systems, where the Customer decis to restall Customer-owned mentioning systems, the Monthly Rate for non-field image shall be 3.273¢ per kWh of estimated image of each monitoring unit plus adjustments. The minimum monthly kWh per monitoring device will be 1 kilowatt-hour per month, and the maximum monthly kWh per monitoring device will be 5 kilowatt-hours per month.

#### 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 durage 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) Replace the fixture with a shielded cutoff cobrahead. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed after the first occurrence, the Customer shall only pay the \$280.00 uost of the shield; or
- Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the costs specified under "Removal of Facilities", or
- c) Terminate service to the fixture

Option selection shall be made by the Customer in writing and apply to all fixtures which FPL has installed on the Customer's behalf. Selection changes may be made by the Customer at any time and will become effective mostly (90) days after written notice is received.

### Additional Charges

See Billing Adjustments section, Short No. 8 030, for additional applicable charges.

### 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:

butial turn of tes (10) years with automatic, successive five (5) year extensions unless terminated as writing by either FPL or the Customer at least ninety (90) days prior to the current term's expansion.

### RULES AND REGULATIONS:

Service under this schedule is subject to colors of governmental bodies having jurisdiction and to the numerity effective "General Rules and Regulations for Electric Service" on file with the Plexicle 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: Tiffany Coben, Senior Director, Regulatory Rates, Cost of Service and Systems

Tenth Revised Sheet No. 8.718 Cancels Ninth Revised Sheet No. 8.718

#### STREET LIGHTING METERED SERVICE

### RATE SCHEDULE: SL-IM

#### AVAILABLE:

In all areas served.

### APPLICATION:

For customer-owned lighting of streets and roadways, whether public or provide, which are thoroughfares for normal flow of vehicular traffic. Lighting for other applications such as municipally and privately-owned parking lots, parks and romentonid arms, or any other arm not expressly defined above, is not permitted under this schedule.

#### SERVICE

Single phase, 60 hentz and at any available standard voltage. All service required on promises by Customer shall be famished through one meter. Resale of service is not permitted hereunder. This service is specific for only customer owned readway or area lighting. The Company will determine at its discretion a single point of service at the Company's supply lines for the customer owned circuits. The Customer will provide the necessary equipment, including the permitted meter can and disconnect panel, and old circuits servicing the customers lighting system up to the point of service. The distribution system shall serve no other electrical leads except the lighting equipment eligible for this rate.

## MONTHLY RATE.

Base Charge: \$16.27

Non-Fuel Energy Charges

Have Energy Charge 3.287s per kWh

Additional Charges:

See Billing Adiostroents section, Sheet No. 8 030, for additional applicable charges

Minimum: \$16.27

#### TERM OF SERVICE:

Not less than one (1) year.

### BULES 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 the with the Florida Public Service Communicis. 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Nineteenth Revised Sheet No. 8.720 Cancels Eighteenth Revised Sheet No. 8.720

# (Closed Schodule)

#### RATE SCHEDULE: PL-1

#### AVAILABLE

In all ages served.

#### APPLICATION:

FFL-owned lighting facilities not available under rate schedule SL-1 and OL-1. To any Customer for the sole purpose of lighting streets, readways and common areas, other than individual residential locations. This includes but is not limited to parking lots, homeowners association common areas, or parks. Applicable to Customers who were active prior to January 1, 2022.

#### SERVICE:

Service will be unmetered and will include lighting installation, lamp replacement and facilities maintenance for FPL-ownedlighting systems. It will also include energy from that, each day until down the following day:

The Company, while excreasing reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

#### LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and occurrentally accessible to the Company equipment and personnel for both construction and maintenance.

Stand-by, non-firm, or rosale service is not permitted becomeder.

### TERM OF SERVICE

The term of service is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new agreement under the lighting teriff LT-1 or pay the Company for the cost to the utility for removing the facilities. The Company will rotain ownership of these facilities.

### EACILITIES PAYMENT OPTION

The Customer will pay for the facilities in a leasy size in advance of construction. The attenue will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of 1.1268. Monthly Maintenance and Energy charges will apply for the term of service.

### EACILITIES SELECTION:

Facilities selection shall be made by the Customer in writing by executing the Company's Premium Lighting Agreement.

(Continued on Sheat No. 8.721)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirty-Sixth Revised Sheet No. 8.721 Cancels Thirty-Fifth Revised Sheet No. 8.721

(Continued from Short No. 8.720)

MONTHLY RATE:

Facilities

Monthly rate is zero, for Customer's who have executed a Premium Lighting Agreement before Paid in full

March 1, 2019;

10 years payment option: 1.265% of total work order cost. 20 years payment option: 0.8.48% of soul work order cost.

Maintenance FPL's estimated-costs of maintaining lighting: facilities:

Billing FPL reserves the right to assess a charge for the recovery of any dedicated billing system

developed solely for this rate.

Energy: KWH Consumption for factures shall be estimated using the following formula:

KWH-Unit Wattage (seage) x 353.3 hours per month 1000

Non-Fud Energy 3.273e/kWh

See Billing Adjustments section, Short No. 8 030, for additional applicable charges.

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 falled for a full month.

#### MINIMUM MONTHLY BILL

The minimum monthly bill shall be the applicable Facilities Maintenance and Billing charges.

(Continued on Sheet No. 8-727)

Issued by: Tilfany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems. Effective: January 1, 2022

Tenth Revised Sheet No. 8.722 Cancels Ninth Revised Sheet No. 8.722

(Continued from Short No. 8,721)

#### EARLY TERMINATION

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Promoun Lighting Agraement by giving at least (90) minerly days advance within notice to the Company. Upon early termination of service, the Customer shall pay an arrestat computed by applying the following Termination Factors to the installed cost of the facilities, based on the year in which the Agreement was terminated. Those Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sem in lieu of a monthly payment.

FPL may also charge the Customer for the cost to the utility for removing the facilities.

Ten (10) Years Payment Option	Termination Eactor	Payment Option	Termination Factor
1	1.1268	1	1.1268
2	0.9749	2	1.0250
3	0.8947	3	0.9986
4	0.8086	4	0.9702
3	0.7165	5	0.9397
6	0.6169	.6	0.9099
7	0.3104	· ·	0.8718
7 8 0 10	0.3960	8	0.8341
0	0.2752	8	0.7936
10	0.1415	10	0.7501
⇒10	0.0000	31	0.7035
		11 12 13	0.6534
		13	0.5996
		14	0.5416
		15	0.4799
		16	0.4134
		17	0.3420
		18	0.2654
		10	0.1831
		20	0.09406
		20 1/20	0.0000

### WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial report of each installed item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these EPL-owned facilities, the Contourer will be responsible for the cost for require or replacement.

#### BUILES AND RECEIL ATSONS

Service under this schedule is subject to orders of governmental bodies having prosidetion 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirty-Sixth Revised Sheet No. 8.725 Cancels Thirty-Fifth Revised Sheet No. 8.725

## (Closed Schedule)

#### RATE SCHEDULE OL-L

#### AVAILABLE:

In all areas served.

#### APPLICATION:

For year-round outdoor security lighting of yards, walloways and other areas. Lights to be served hereunder shall be at locations which are unity and economically accessible to Company vehicles and personnel for construction and maintenance.

It is intended that Company-owned security lights will be asstalled on existing Company-owned electric facilities, or short extension thereto, in areas where a street lighting system is not provided or is not sufficient to cover the security lighting needs of a particular individual or location. Where more extensive security lighting is required, such as for large parting lots or other covernment areas, the Customer will provide the factoriary, supports and connecting wiring, the Company will connect to the Customer's system and provide the services indicated below. All services will be applicable to Contomers who were active prior to January 1, 2022. All new Custom Lighting will now be offered in the lighting lattiff LT-1.

#### SERVICE

Service includes lamp renewels, energy from approximately dank each day until approximately down the following day, and maintenance of Company owned facilities. The Company will replace all burned out lamps and will maintain its facilities during negater daytime working focus as soon as practicable following notification by the Customer that such work is necessary. The Company shall be permitted to enter the Customer's promises at all reasonable times for the purpose of inspecting, maintaining, installing and namewing any or all of its equipment and facilities.

The Company, while exercising transmille diligence at all times to flamich service hormander, does not grammate continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repoints to limm or equipment.

The Company has the right at any time to remove the light for non-payment and docline new request to costomers with prior non-payment activity.

#### LIMITATION OF SERVICE:

This schedule is not available for service normally supplied on the Company's standard street lighting schedules. Company-owned facilities will be installed only on Company-owned poles. Customer-owned facilities will be installed only on Customer-owned poles. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, pramises or location served from an underground source. Customer must have an active house or premise account associated with this service. Stand-by or resale service not parameted herearder.

2	HONTH	LY RATE,			Charg	e for Com	oany-Owned	Charge for Customer-Oward		
Laminaire Lype		Lamp Nize Initial LamensWatts		KWH/Mo Estimate	Eisturea	Cnit Mainte- marce	Mainte Energy mance Non-Fuel		Unit (S   Refumping)   Energy	
High Per Sedium		6,500	76	24	5584	\$2.17	\$1.04	\$9.05	\$3.07	51.04
200		9,500	100	29	\$5.06	\$2.17	\$1.47	59.60	\$3.50	\$1.47
10	10	16,000	150	60	56.17	\$2.25	\$2.15	\$10.53	54.21	\$2.19
44.7	100	22,000	200	88	\$8.97	52.84	\$3.15	\$14.96	\$5.77	\$5.15
**	10	50,000	400	168	\$0.55	52.79	\$6.01	\$18.35	\$8.5%	56.01
	*	12,000	150	6/3	So 22	\$2.27	\$2.15	\$10.61	\$4.66	\$2.15,
Mercury	Vapor	6,000	1-60	0.7	\$4.48	\$1.94	\$2.22	\$3.64	\$4.16	\$2.22
**	10	8,600	175	77	\$4.51	\$1.94	\$2.76	\$9.21	54.62	\$2.76
**	10	21,500	400	160	\$7.38	\$2,73	\$5.72	\$15.83	58.04	\$5.72

<sup>\*\*</sup> The non-feel inergy charge is 3.578e per kWh.

(Continued on Short No. 8.726)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Thirty-Seventh Revised Sheet No. 8.726 Camerly Thirty-Sixth Revised Sheet No. 8.726

#### (Continued from Sheet No. 8.725)

#### Charges for other Company-owned facilities:

Wood pole and span of conductors: \$12.78
Concrete pole and span of conductors: \$17.27
Fiberglass pole and span of conductors: \$20.29
Stud pole stand only for the street lighting system: \$17.27
Underground conductors (excluding transferm) \$0.098 per foot
Down-pay, Audion and Proceedor \$41.60

For Customer-owned cardeor lights, where the Customer contracts to relamp at no cost to FPL, the monthly rate for non-find energy shall be 3.578e per kWh of estimated usage of each unit plus adjustments.

See Billing Adjustments section, Sheet No. 8 030, for additional applicable charges.

#### SPECIAL PROVISION.

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

Facilities Charge: 1.28% of the Company's average installed cost of the pole, light forture, or both.

Maintenance Charge: FPL shall use the maintenance charges in this tasiff for fectures that fall under the special provision based

on wattage. If a special provision fixture falls between two wattages, the maintenance charge will be

averaged between two existing watages.

Non-Fuel Energy Charge: 3.578e per kWh

### TERM OF SERVICE:

Not less than one year. In the event the Company installs any facilities for which there is an added monthly charge, the Term of Service shall be for not less than three years.

If the Customer terminates service before the expiration of the initial term of the agreement, the Company may require numbursement for the total exponitionis made to provide such service, plus the cost of removal of the facilities installed less the salvage value thereof, and less credit for all monthly payments made for Company-owned facilities.

#### WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed stem at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Castomer will be responsible for the end for square or enforcement.

#### RULES AND REGULATIONS:

Service under this echedule 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 Poblic Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Florida Service", the provision of this schedule shall apply

### COMPANY-OWNED FACILITIES:

Company-owned harmones normally will be mounted on Company's coasting distribution poles and served from existing overhead wires. The Company will provide one span of secondary conductor from existing secondary facilities to a Company-owned light at the Company's expense. When requested by the Customer, and at the option of the Company, additional spans of wire or additional poles or underground conductors may be installed by the Company upon agreement by the Customer to use the facilities for a minimum of three years and pay each month the charges specified under MONTHLY RATE.

Issued by: Tiffany Cohen, Scoior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Fifth Revised Sheet No. 8.727 Cancels Fourth Revised Sheet No. 8.727

#### (Continued from Sheet No. 8.726)

#### MONTHLY RATE:

The Customer will make a husp sum payment for the cost of charges in the height of existing poles or the installation of additional poles in the Company's distribution lines or the cost of any other facilities required for the installation of lights to be acreed becomes.

At the Customer request, the Company will apgrade to a higher level of illumination without a service charge when the charges are consistent with good segmenting practices. The Customer will pay the Company the net costs instanted in making, other lamp size charges. In all cases where huminates are replaced, the Customer will sign a new service agreement. Billing on the rate for the new huminates or lamp size will begin as of the next regular billing date. A huminate may be relocated at the Customer's request upon payment by the Customer of the costs of removal and constallation.

The Company will not be required to install equipment at any location where the service may be objectionable to others. If it is found after installation that the light is objectionable, the Company may terminate the service:

When the Company relocates or removes its facilities to comply with governmental requestions, or for any other reason, either the Company or the Customer shall have the right, upon written notice, to discontinue service because without obligation or liability.

### SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fiel charges associated with the fixtures that are turned off.

#### CUSTOMER-OWNED FACILITIES:

Customer-owned luminoses and other facilities will be of a type and design specified by the Company to permit servicing and lamp replacement at no abnormal cost. The Customer will provide all poles, fictures, initial lamps and controls, and circums up to the point of connection to the Company's supply lines, and an adequate support for the Company-owned service confection.

The Company will provide an everhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be antialled in lieu of the everhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer.

### DEFENITIONS:

A "Luminaire," as defined by the Illuminating Engineering Society, is a complete lighting unit consisting of a lamp (bulb), together with parts designed to distribute the light, to position and protect the lamp, and connect the lamp to the power supply

A "Conventional" luminaire is supported by a bracker that is recurried on the side of an ordinary wood pole or an ornamental pole. This is the only type of luminaire offered where service is to be supplied from overhead conductors, although this luminaire may also be used when service is supplied from underground conductors.

A "Contemporary" luminaire is of modern design and is incusted on top of an onumental pole. Underground conductors are required

A "Traditional" luminaire resembles an Early American carnings lastern and is incanted on top of a pole. It requires an ornamental pole and underground conductors to a source of supply.

An "Ornamental" pole is one made of concrute or fiberglass.

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

Fifty-Second Revised Sheet No. 8.730 Cancels Fifty-First Revised Sheet No. 8.730

#### TRAFFIC SIGNAL SERVICE (Closed Schedule)

#### RATE SCHEDULE: \$1-2

#### AVAILABLE

In all areas served.

#### APPLICATION:

Service for traffic signal lighting where the signal system and the circuit to connect with Company's existing supply lines are installed, owned and maintained by Costomer and were active prior to January 1, 2017.

All new or modifications on existing Customer-owned traffic signal lights are to be metered under SL-2M Traffic Signal Metered. Service tariff.

### SERVICE

Single phase, 60 luriz and approximately 120/240 volts or higher, at Company's option.

### MONTHLY RATE

Non-Fuel Energy Charges:

Base Energy Chargo

5.470e per kWh

#### Additional Charges:

See Belling Adjustments section, Sheet No. 8/030, for additional applicable charges.

Minimum: \$3.74 at each point of delivery.

Note: During the initial installation period of facilities:

Lights and facilities in service for 15 days or loss will not be billed,

Lights and facilities in service for in days or more will be billed for a full month

#### CALCULATED USAGE

The Calculated Usage at each point of delivery shall be determined by operating tests or utilization of manufactures' ratings and specifications. The morthly operation shall be based on a standard of 730 hours; however, that portion of the operation which is on a noncontinuous basis shall be adjusted to reflect such operation.

### TERM OF SERVICE.

Not less than one (1) billing period.

### NOTICE OF CHANGES

The Costomer shall notify the Company at least 30 days prior to any change in rating of the equipment served or the period of operation.

#### RULES AND REGULATIONS:

Service under this schedule is mitject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Floride 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Tenth Revised Sheet No. 8,731 Cancels Ninth Revised Sheet No. 8,731

#### TRAFFIC SIGNAL METERED SERVICE

## RATE SCHEDULE: SL-2M

### AVAILABLE

In all areas served.

#### APPLICATION:

Service for maffic signal lighting where the signal system and the circuit to cornect with Company's existing supply lines are installed, owned and maintained by Castemer.

Traffic signals active prior to January 1, 2017 may be operating under the closed \$1,-2 Traffic Signal Service turiff; however, any modifications on existing Customer-owned traffic signal lights under \$1,-2 will require the customer to convert to a meteral service under this turiff.

### SERVICE:

Single plasse, 60 hortz and approximately 120/240 volts or higher, at Company's option.

#### MONTHLY RATE.

Base Charge:

\$6.00

Non-Fuel Energy Chargon:

Base Energy Charge

5.332a perkWh

Additional Charges:

See Billing Adjustments section, Shert No. 8.030, for additional applicable charges

Miraman.

\$6.99

### TERM OF SERVICE.

Not less than one (1) year.

### BULES 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 8.735 Cancels First Revised Sheet No. 8.735

#### LAGHTING

#### RATE SCHEDULE: LT-1

#### AVAILABLE

In all areas served.

#### APPLICATION:

For the purpose of lighting streets and readways, area lighting including parking lots and common areas, whether public or privately owned, and conflootlighting

#### TYPE OF INSTALLATION:

All new installations will be light emitting diodes (LED). Company-owned factores normally will be measured on poles of the Company's existing distribution system and served from overfaced wires. For readway and area lighting, excluding outdoor lighting, the Company tray provide special poles or underground wires at the charges specified below. In addition, the Company, at its discontion, may offer the Customer the option of Company-owned flottness attached to poles owned by the Customer. For these installations, the sustamer owned poles require pre-approval by a Company sepresentative.

Outdoor lights can only be resented on accoupile existing distribution poles facing the costomer's property.

The location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

#### SERVICE

Service includes energy from dask each day until down the following day and maintenance of Company -owned lighting systems. Maintenance and odes replacement or repair of any circuit compound to associate facilities are operational and safe. The Company will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that each work is necessary. The Company shall be presented to enter the Customer's premises at all reasonable tenses for the purpose of importing, maintaining, installing and removing any or all of its aquipment and facilities.

The Company, while exercising reasonable diligence at all times to farmish service horazeder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deflexioney or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

### LIMITATION OF SERVICE

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance. Overhood conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground waters:

For outdoor lights, customer must have an active house or premise account associated with this service.

Stand-by or resale service is not permitted hereunder.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 8.736 Cancels First Revised Sheet No. 8.736

#### 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 gold installation work where no electractions exist, and the added cost to overcome obstructions such as sprinder systems, paved surfaces (such as adequalits, carbs, gutters, and readmays), landscaping, sodding and other obstructions encountered along the Lighting System installation roots, including sepair and replacement. If the Customer electric to perform work such as terricing and sustenation, they will be reinforced by the Company with a coolit (not to exceed the total CIAC cost) for the value of this work as determined by the Company.
- 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) tenes the additional annual non-facil energy reverse 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 the Company. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

#### REMOVAL OR RELOCATION OF FACILITIES:

If Company owned lighting facilities are removed by Casterner request, breach of the Agreement or non-payment, the Casterner may be responsible to pay the net book value for the fixtures, poles, and additional lighting facility charges plus the cost to remove the facilities. These charges do not apply to convenions of Company owned non-LED to Company owned LED lights.

When the Company educates or numoves its facilities to comply with governmental requirements, either the Company or the Contours shall have the right, upon written rotion, to discontinue service harmanler without obligation or liability.

Facility relocations are treated as removals of facilities from the old location and installation of the new facilities in the new location. Facilities will not be transferred and remod at a new location.

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 COMPANY OWNED NON-LED LIGHTS TO COMPANY OWNED LED LIGHTS:

For customers converting, Company owned non-LED to Company owned LED Lights, the LED Conversion Recovery Charge will apply and there will be no charge for the fixtures being removed. Any other charges for relocation or replacement of Company owned facilities would still apply:

#### CHANGE IN FIXTURE SIZE OR TYPE:

At the Customer's request, the Company will change to a lower or higher level of illumination when the changes are consistent with good argumenting practices. A LED feature will be the only modification from an LED or non-LED finiture request. The Customer will pay the net book value of the costing firstore, plus removal costs and will receive a credit for 4 years additional revenue generated by the larger finitures, if applicable. If changes are required to the distribution system to support the larger lights, standard CLAC changes as described on short 8 7% will also apply. The Customer will pay the Company the net costs incurred in making other feature changes.

(Continued from Sheet No. 8,735.1)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

1, 2022

#### Secund Revised Sheet No. 8.736.1 Cancels First Revised Sheet No. 8.736.1

### FLORIDA POWER & LIGHT COMPANY

HONTHLY RATES FOR MAINTENANCE AND CONVERSION: Maintenance per Fixture (FPI, Gwrad Fixture and Pvic)	\$1.30
Maintenance per Fortine for FPL fortures on Customer Pole.	\$1.04
LED Conversion Recovery	\$1,04 \$1.87
	2000
CONTRELY RATES FOR POLES USED ONLY FOR LIGHTING SYSTEM	
Standard Wood pele	\$5.50
Standard Concrete pole	\$7.52
Standard Fibergiasa pole	\$8.89
Decorative Concrete pola	\$15.99

#### MUNTHLY RATES BORLED RND RAS\*

						Fie	face Flor									
Here:	Chess	1	1		4						iv.	11	12	13	11	12
A	4.	1.40.	1.50	7.50	10.50	1336.	16.50	11.50	32.50	25.50	28.90	31.60	33.57	12.50	36.00	35.50
. 0	9-5/20	-1.50-	9.78	770	100.56	U20	10:31	16.00	25.50	25 Nr	28.50	00.76	34,50	AT DO	N/H	31, 21
(0)	W 15/81	1.99	4.00	1.00	18.99	11.50	19.99	1916	22.60	23.96	28.59	SEW.	3434	17.96	3139	43,50
	4 5.60	2.00	2.10	840	11.81	1410	12.14	2610	21.76	26.13	29.10	33.45	14.10	16.10	16.11	34.111
	0 3 Mr	\$,00.	5.98	630	11.89	11.40	17.79	79.38	28.30	26.10	297.00	1236	45.30	34.30	71.51	91.01
	1 1.00	E 50.7	5.50	130	31.50	1430	17.59	2656	29.30 :.	2656	29.50	33.56	15.59	3630	41.36	44.50
14	0 720	250	3.79	670	11.76	13.70	17.50	30.76	21.70	34.70	29.70	拉拉	35.76	38.70	36.50	34.50
11	8 1.80	2.90	5.00	0.40	11748	11790	17.90	Mr.No	21.90	26 TF	29.90	32.00	755.786	3830	30.00	94,40
161	8 140	7.10	8.18	9.10	17,10	EXEO.	(0.10	31.10	\$4.10	27.39	30.10	TLAN.	36,10	10.01	47.16	45.10
V.	0.586	E.50.	1 M. M.	-8.00	37.89	E3340	10.40	11.10	54.30	23.54	30,30	33.34	46,90.7	38.50	47.30	45.50
K	\$ 2.00	3,50	6.50	9.50	12.59	15.50	18.50	21.59	24.50	27.50	30.50	33.50	36.50	3820	42,50	45.50
T,	\$ 2.20	3.70	8.70	9.50	12.70	15.70	18.70	21.70	24.19	21.10	30.76	33,50	16.70	3870	42.70	45.70
34	\$ 2.00	3.50	6.90	9.96	12.90	15.90	38.90	21.90	24.90	27.90	31.90	33,90	36.90	39.90	42.99	6.90
N	\$ 2.60	4.38	7.10	1030	13.30	1610	79.10	2210	25.55	28.16	31.10	34.10.	37.10	4610	43.10	46.10
0	\$ 2.00	4.30	2.30	59.50	13.30	36.50	1930	22.50	25.86	28.80	36.36	34.30	87.80	40.30	43.50	46,30
P	\$ 3.00	(4.56)	3.50	10.50	13.50	1650	19.56	22.50	25,30	28.50	31,50	34.50	37.50	4050	45.50	66.50
Q	8 3:20	4.39	1,70	16:10	13.56	16,50	19.70	22.50	25/76	28.70	34.70	34,50	32,70	46.70	43.50	66.79
R	\$ 5.00	4.90	2.90	1690	13.90	16.90	19.90	22.90	25.60	28.99	31.90	34.90	37.90	4690	43.90	46.90
8	2 3.60	8.69	E10	11.10	14.10	17.10	20.10	23.10	36.00	29.10	32.10	35.10	36.10	45.10	44.10	47.00
T	\$ 3.80	5.50	50.50	11.30	1430	1730	20.30	23.30	20,30	29.10	32.10	35.30	38.30	41.50	84.50	41.50
0	\$ 4.00	5.56	8.50	11.50	14.30	17.50	20.50	23,50	26.50	29.50	32.50	35.50	38.50	49.50	44,50	41.50
¥	\$ 420	8.79	8.70	11.70	11.70	17.70	29.70	23:79	26.79	29.70	32.79	33,39	38.70	41.70	44.59	41.79
w	\$ 440	5.90	8.90	11.90	14.90	17.90	20.90	21.90	26,90	29.90	32.90	35.90	38.90	45.90	6150	(7.90
X	\$ 440	6.39	9.10	1210	15.10	1810	21.40	24.10	27.59	3630	33.10	36.19	39.10	42.10	45.10	48.19
Y	5 4.50	6.30	9.30	1230	1530	1830	21.30	24.30	25.30	30,50	33.30	56,30	39,50	4230	45.311	48.90
z	5.300	4.50	9.50	1250	15.50	18.50	25.50	24.50	27.50	30.50	31.56	36.50	30.50	42.50	45.59	40.50
JAA.	8 328	6.90	2.5	1276	15.50	1870	21.70	31.70	25.70	30.58	31.70	A676	80,76	42.70	41.50	4.5
88	8.340	6,90	9.80	1295	15.91	1990	21.90	2400	2500	30.90	11/60	11.00	10.00	12.90	35 th:	400
CC	E-249	7.19	4010	1816	19.10	1990	32.14	2370	28.10	Alle	26.10	32.66	40.10	9836	#6.10m	(0.13
00	A 780	-5%1	30:00	13.70	14.36	77.16	52.30	25.50	28,50	31.50	34-97	15.50	90.50	44.8E	WEM:	WIN
100	X het.	5.507	10.55	1350.	14.5%	1959	355	-15.5a	28:50	34.34	14.50	AT ALC:	mi 50	31.50	34.50:	48.60

<sup>\*</sup> Catalog of available strongs and the assigned billing ton for each our be seemed at many EPL, occurrence backers feature land.

The next-field majory change is 5.27%; per EWW, where the EWS is valentiated as treatings x 353.3 (compressed). 1990.

Issued by: Tiffany Coben, Senior Director, Regulatory Rutes, Cent of Service and Systems Effective: January 1, 2022

Second Revised Sheet No. 8.736.2 Cancels First Revised Sheet No. 8.736.2

#### SPECIAL PROVISIONS:

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

Charge: 1.28% of the Company's average installed cost of the pole, light forture, or both.

Standard maintenance fees to apply Standard non-faul Energy Charge to apply

### ADDITIONAL LIGHTING CHARGE:

Any special or additional lighting charges, which are required by the Cirripany, will be billed in addition to the above rates.

Charge: 1.28% of the Company's average installed cost of the additional lighting facilities.

As of Jamany 1, 2022, the factor pectaining to Underground Conductor will be closed to now customers. Underground Conductor 4,498¢ per foot.

#### 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.

For outdoor lights only, the Company has the right at any time to remove the light for non-payment and decline new request to customers with prior non-payment activity.

### WILLFUL DAMAGE:

Upon the second occurrence of willful damage to any Company-owned facilities, the Customer will be responsible for the cost incurred for repair or implacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, the Company will:

- If a commercially available and Company 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
- Replace with a like undisolded 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 Clustomer will pay the lighting facilities charges for the remaining period of the contently 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 the Company 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 innety (90) days after written notice is received.

(Continued on Short No. 8,738)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Third Revised Sheet No. 8.738 Cancels Second Revised Sheet No. 8.738

(Continued from Sheet No. 8.737)

#### OTHER CHARGES

See Billing Adjustments section, Short No. 8.030, for additional applicable charges.

#### SPECIAL CONDITIONS

Customers whose lights are turned off during sea turtle nosting season will receive a credit equal to the non-fuel charges associated with the fixtures that are turned off.

#### TERM OF SERVICE.

Service for outdoor lighting will be established for a minimum of one (1) year saless terminated by either the Company or the Customer.

All other services, besides outdoor lighting mentioned above, will require a Lighting Agreement.

Lighting agreements will have an initial term of ten (10) years with automatic, successive five (3) year extensions unless innegotiated or terminated in weiting by either the Company or the Customer at least minery (90) days price to the current terms expiration. In the event of the sale of the real estate property upon which the facilities are installed, upon the written consent of the Company, the contract may be assigned by the Customer to the Purchaser. No assignment shall not relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by the Company.

Term of service begsts upon execution of the Lighting Agreement.

All governmental or commercial industrial outcomer contracts to be executed by property owner or governing body.

All existing contract terms prior to January 1, 2022 will be honored.

#### BULES 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.739

#### OUTDOOR SERVICE (Closed Schedula)

#### RATE SCHEDULE: OS I/II

#### AVAILABLE

In all areas served. Available to any lighting outcomer, who, as of December 31, 2021, was taking service pursuant to this schedule or had a fully executed copy of a Lighting Agreement with the Company.

#### OS-DILSTREET, ROADWAY, AND GENERAL AREA LIGHTING:

#### APPLICATION:

Applicable for street, roadway, and general area lighting service under the provisions of the Company's standard contract for such service. Service hersunder includes power supply and may include lump ranswals and regular maintenance. All modifications to existing or new Contoner-swind circuits to be metered under SL-1M Street Light Metered taniff.

#### LIMITATION OF SERVICE:

Company-owned fictures will be mounted on Company-owned poles of the Company's distribution system. Customer-owned fixtures will be mounted on Customer-owned poles, of a standard type and design, permitting service and maintenance at no abnormal cost to the Company. Existing company owned LED and non-LED fixtures such as high-pressure sodium vapor (HPSV), mercury vapor or metal habite luminaires permitted in closed tariffs prior to January 1, 2022 will be considered legacy fixtures. All now lighting installations will be covered under the lighting teriff LT-1. Service will remain as lamp renewals and fixture replacement until such time when the Company decides to no longer make available. The Company with communicate a plan to replace runs-LED fixtures with LED fixtures at current applicable rates.

Stand-by or result service is not permitted hereunder.

#### MONTHLY RATES:

### High Pressure Sedimu Vapor

Initial								
Lamp. Roting. (Lumen)	Description	Mattage Wattage	<u>Line</u> Wattage	Est.	Charge Charge	Charge	Charge	Lotal Charge
SALMSONS.				98.			***	
5400	Open Bottom	70	84	29	33.44	\$1.81	\$0.95	\$6.20
9800	Open Bottom	100	120	41	\$2.96	\$1.65	\$1.51	\$5.95
\$800	Open Bottom w/Shirld	100	120	41	5404	\$1.92	\$1.34	\$7.30
30000	Acom	100	120	41	81472	5484	31.34	\$20.99
8800	Colonial	100	120	41	\$3.97	\$1.90	\$1.34	\$7.21
8800	English Coach	100	120	41	\$16.06	\$5.19	\$1.34	\$22.59
8800	Destin Single	100	120	-01	\$27.64	\$8.35	51.34	\$37.33
17600	Destin Double	200	2.40	82	\$55.10	\$10.09	52.68	\$73.87
5400	Cobmbind:	70	8.4	29	\$4.84	\$2.18	\$0.95	\$7.97
9800	Cobrahmad	100	120	41	34.04	51.92	31.34	97.20
20000	Cobishind	200	223	80	\$5.58	\$2.37	52.62	\$10.57
25000	Cobrahmid	250	292	100	55.43	\$2.33	\$3.27	\$11.03
46000	Cobrahead	400	472	104	\$5.71	\$2.40	55.37	\$17,48
\$800	Catoff Cobadead	100	120	41	54.47	52.04	\$1.34	87.85
25000	Cutoff Cobrahead	250	292	100	55.49	\$2.35	\$3.27	\$11.11
46000	Cutoff Cobrahead	400	477	164	\$5.72	52.40	55.37	513.49
25000	Bracket Mount CIS	250	292	100	\$12.57	54.27	\$3.27	\$20,11
25000	Tenon Top CIS	250	292	100	\$12.58	51.27	\$3.27	\$20.12
	The second secon							

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8,739.1

near women			High Pro	stare Sodi	um Vanor (centi	medi		
Rating (Lunen)	Description	Lam Watt		Est.	<u>Charge</u>	Maint. Charge	Energy Charge	Total Charge
				**				
46000	Bracket Mount Cli	8 400	468	161	\$13.30	\$4.48	\$5.27	\$23.14
20050	Small ORL	200		80	\$12.88	5434	\$2.62	319:84
2.5000	Small ORL	2.50		100	\$12.40	54.22	\$3.27	\$19.89
46000	Small OKL:	400	THE SECTION AND ADDRESS OF THE PARTY OF THE	164	\$12.97	34.3T	85.37	522.71
20000	Large ORL	209		80	\$20.98	\$6.54	52.62	530.14
46000	Larga ORL	400		164	823.63	37.27	85.57	\$34.27
46000	Shoetox	400		194	\$10.83	53.79	\$5.37	219.99
16000	Directional	150		68	\$6.09	52.46	52.23	\$10.78
20000	Directional	200	Contract to the contract to th	80	\$8.80	33.25	32.62	\$14.67
46000	Directional	400		164	\$6.53	52.63	\$5.37	514.53
125000	Large Fleed	100	0 1105	379	\$10.38	\$3.87	\$12.00	\$26.65
				Metal Hali	ide			
Initial		***	The Property	200	***************************************	***	**********	2000000
Rating	Description	Watte		KWh	Charge	Maint. Charge	Charge	Total
(Lumen)	Description	35,200,00	ge <u>manage</u>	Paris	CHARGE	7.80.54	Conty	Churge
12000	Asom	175	210	72	\$1487	\$6.07	\$2.36	\$29.30
12000	Colonial	175	210	72	\$4.11	\$3.18	\$2.36	\$9.63
12000	English Crech	175	210	. 92	\$15.90	\$6.50	\$2.30	\$24.76
12405	the traffingle	1.75	210	72	\$27.76	\$2.00	\$2.36	\$39.28
24000	SERVICENTAL	350	420	144	\$54.35	\$18.10	\$4.71	\$77.16
MANGE	SECTION	400	476	163.	56.68	52,80	\$5.33	314.81
145	国的中央企业经过国 List	400	476	163	\$12.34	34.35	85.33	522.02
100000	Large Flood	1000		378	\$9.58	\$5.56	\$12.37	\$27.51
100000	Large Parking Lot	1000	1100	378	521.29	\$7.72	\$12.37	\$41.38
			Meta	Halide Po	be Start			
Initial						Take the Control of		
Lamp.	W. Carlotte	Lang	Line.	Est.	Fixture	Maint.	Energy	Lotal
(Lumen)	Description	Wattage	Wattage	kWh	Charge	Charge	Charge	Clurge
(1,0men) 13000	Acem	150	190	45	316.86	55.92	32.13	324.91
13000	Colored	150	190	65	85.24	\$2.79	\$2.13	\$10.15
13000	English Coach	150	190	65	517.24	\$6.03	52.13	\$25.40
13000	Deatm Single	150	190	65	\$30.50	\$11.27	52.13	5.00 96
26000	Destin Double	300	380	130	\$71.39	\$21.86	54.25	\$97.70
13000	Small Flood	350	400	137	\$7.48	\$3.58	\$4.00	\$15.54
33000	Shoebox.	350	400	137	58.95	53.99	\$4.48	\$17.42
AND PROPERTY.	Flood	750	N-60	288	\$7.72	\$6.02	\$0.43	\$23.17

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 8.739.2

Initial Lamp	Charge S2 30		Energy	Total
Section   Sect			Charge	Charge
Total   Tota	\$4.43 \$4.02 \$5.29	\$1.44 \$2.02 \$1.88 \$2.30	\$2.19 \$1.28 \$2.19 \$3.11	\$6.02 \$7.73 \$8.09 \$10.70
Description   Lamp   Line   Est.	\$5.78 \$11.59 \$8.60	\$2.39 \$4.15 \$3.20	\$4.97 \$12.68 \$5.33	\$13.14 \$27.92 \$17.22
Description   Lamp   Line   Est.				
4440 Street Light 72 72 25 2620 Acom A5 56 56 19 3100 Cobrahand S2 72 73 25 10200 Cobrahand S3 135 135 46 6320 ATB071 S2/S3 71 71 71 24 9200 ATB1105 S3 105 105 36 23240 ATB2 280 S4 280 280 96 7200 E122 A3 132 132 132 48 9600 E157 SAW 157 54 7377 WP9 A2/S3 140 140 48 15228 Destin Double 216 210 72 9336 ATB0 108 108 108 37 7374 WP9 A2/S3 140 140 48 15228 Destin Double 216 210 72 9336 ATB0 108 108 108 37 3640 Colorad 45 45 45 15 9332 LG Colorad 72 72 25 4204 Seconity L1 43 43 15 510 Roadway 1 62 62 21 32327 Gellcon 6sq 315 315 108 38230 Gellcon 10sq 528 528 181 36000 Flood 421 W 421 621 145 5355 Wildfift Cort 106 106 36 3500 Evolve Arm 72 72 25 1619 ATB0 100 104 104 36 30079 ATB2 270 274 274 94 9514 Roadway 2 95 95 33 15311 Roadway 3 146 140 31 28357 Roadway 4 285 285 98 5963 Colorad Small 45 45 15 1504 Acom A 81 81 28	Flature Charge	Charge	Energy Charge	Istal Charge
2820 Acom A5 56 56 19 5100 Cebrahand 52 72 73 25 10200 Cobrahand 53 135 135 46 6320 ATB071 \$2:83 71 71 24 9200 ATB1105 \$3 105 105 36 23240 ATB2 280 \$4 280 280 96 7200 E1\$3 A3 132 132 132 48 9600 E1\$7 SAW 157 157 54 1737 W99 A2\$22 140 140 48 15228 Deatin Double 216 216 216 72 9336 ATB0 108 108 108 37 3640 Coloral 45 45 15 8032 LG Coloral 72 72 25 4204 Security Ls 43 43 15 \$150 Roadway 1 62 62 21 32327 Galloon 684 315 315 315 108 38230 Galloon 78q 370 370 127 53499 Galloon 684 315 315 315 108 38230 Galloon 78q 370 370 127 53499 Galloon 684 315 315 315 83600 Flood 421 W 421 421 145 \$555 Wilmis Ceart 106 106 36 8300 Evolve Arm 72 72 25 11619 ATB0 100 104 104 36 8300 Evolve Arm 72 72 25 11619 ATB0 100 104 104 36 8300 Evolve Arm 72 72 25 11619 ATB0 100 104 104 36 83079 ATB2 270 274 274 9514 Roadway 2 95 95 33 15311 Roadway 3 149 140 31 28557 Roadway 4 283 285 98 15311 Roadway 4 283 285 98 15311 Roadway 4 283 285 98 15311 Roadway 4 283 285 98 15331 Roadway 4 283 285 98 15331 Coloraid Small 45 45 15	\$19.42	\$10.03	50.85	\$30.30
2820 Acom A5 56 56 19 5100 Cebrahand 52 72 73 25 10200 Cobrahand 53 135 135 46 6320 ATB071 \$2:83 71 71 24 9200 ATB1105 \$3 105 105 36 23240 ATB2 280 \$4 280 280 96 7200 E1\$3 A3 132 132 132 48 9600 E1\$7 SAW 157 157 54 1737 W99 A2\$22 140 140 48 15228 Deatin Double 216 216 216 72 9336 ATB0 108 108 108 37 3640 Coloral 45 45 15 8032 LG Coloral 72 72 25 4204 Security Ls 43 43 15 \$150 Roadway 1 62 62 21 32327 Galloon 684 315 315 315 108 38230 Galloon 78q 370 370 127 53499 Galloon 684 315 315 315 108 38230 Galloon 78q 370 370 127 53499 Galloon 684 315 315 315 83600 Flood 421 W 421 421 145 \$555 Wilmis Ceart 106 106 36 8300 Evolve Arm 72 72 25 11619 ATB0 100 104 104 36 8300 Evolve Arm 72 72 25 11619 ATB0 100 104 104 36 8300 Evolve Arm 72 72 25 11619 ATB0 100 104 104 36 83079 ATB2 270 274 274 9514 Roadway 2 95 95 33 15311 Roadway 3 149 140 31 28557 Roadway 4 283 285 98 15311 Roadway 4 283 285 98 15311 Roadway 4 283 285 98 15311 Roadway 4 283 285 98 15331 Roadway 4 283 285 98 15331 Coloraid Small 45 45 15	\$15.07	\$5.15	50.82	\$21.04
10206   Cobrahend S3   135   135   146     6320   ATB071 S2/S3   71   71   24     9200   ATB1 105 S3   105   105   36     23240   ATB2 280 S4   280   280   96     23243   ATB2 280 S4   132   132   48     9600   E157 SAW   157   157   58     7377   W09 A2/S2   140   140   48     15238   Desirin Doublide   218   210   72     9336   ATB0 108   108   108   37     3640   Colonial   45   45   15     3032   LO Colonial   72   72   25     4204   Security L1   43   43   15     5510   Roadway 1   62   62   21     32327   Galloon 684   315   315   108     38230   Galloon 784   370   370   127     3349   Galloon 1084   315   315   108     38230   Galloon 1084   315   315   108     38230   Galloon 1084   317   327   328     38300   Frother Arm   72   72   25     8002   ATB0 70   72   72   25     8022   ATB0 70   72   72   25     8022   ATB0 70   72   72   25     8022   ATB0 70   72   72   25     8023   ATB2 270   274   274   94     9514   Roadway 2   95   95   33     15311   Roadway 3   149   140   31     28357   Roadway 4   285   283   98     9963   Colonial Larger   72   72   25     80963   Colonial Small   45   45   15     80964   Acom A   81   81   81	\$26.64	58.24	\$0.62	\$35.50
6320 ATB071 S2/83 71 71 24 9200 ATB1 105 S3 105 105 36 23240 ATB2 280 S4 280 280 96 7200 E182 A3 122 122 48 9600 E187 SAW 157 157 54 7377 WF9 A2/82 140 140 48 85228 Destin Double 216 216 72 9336 ATB0 108 108 108 37 3640 Colonial 45 45 15 3032 LG Colonial 72 72 25 4204 Seconty L1 43 43 13 8510 Roadway 1 62 62 21 32327 Galloon 684 315 315 315 8510 Roadway 1 62 62 21 32327 Galloon 684 315 315 315 8510 Roadway 1 62 62 21 32327 Galloon 694 317 318 108 38230 Galloon 78q 370 370 127 53409 Galloon 108q 528 528 181 86000 Plood 421 W 421 421 445 4385 Withfine Cort 106 106 36 8300 Evolve Arm 72 72 25 8602 ATB0 70 72 77 25 8602 ATB0 70 72 77 25 8602 ATB0 70 70 77 77 25 8602 ATB0 70 70 77 77 25 8602 ATB0 70 77 77 25 8602 ATB0 70 77 77 25 8603 Colonial Larger 72 72 35 8604 Roadway 2 95 95 93 33 15311 Roadway 4 285 285 98 9653 Colonial Larger 72 72 25 8704 Acorn A 81 81 81	\$6.30	\$4.11	50.82	\$11.23
9200 AFBI 105 S3 105 36 23240 AFBI 220 S4 280 280 96 7200 £132 A5 132 122 48 9600 £137 BAW 157 157 54 7377 W99 A2S3 140 140 48 15228 Destin Double 216 210 72 9336 AFBI 108 108 108 37 3640 Colonal 45 45 15 3032 LG Colonal 45 45 15 8510 Roadway 1 62 62 21 32327 Galloon 684 315 315 315 8510 Roadway 1 62 62 21 32327 Galloon 684 315 315 315 88230 Galloon 78q 370 370 127 32327 Galloon 684 313 315 315 88230 Galloon 78q 370 370 127 32355 Wildian Cort 106 106 36 8300 Evolve Arm 72 72 25 8002 AYBO 70 77 77 25 8002 AYBO 70 77 77 25 8022 AYBO 70 77 77 25 8023 AYBO 70 77 77 25 8024 AYBO 70 77 77 25 8025 AYBO 70 77 77 25 8026 AYBO 70 77 77 25 8027 AYBO 70 77 77 25 8028 AYBO 70 77 77 25 8029 AYBO 70 77 77 25 803979 AYB2 270 274 274 94 9514 Roadway 2 95 95 93 33 85311 Roadway 4 283 283 98 8963 Colonal Small 45 45 15 8704 Acom A 81 81 81	\$7.76	\$4.74	\$1.51	\$14.01
23240 ATB2 280 S4   280   280   96	\$7.86	\$5.36	\$0.79	514.01
T200	\$12.09 \$12.00	36.45	\$1.18	\$19.12
9600 E197 SAW 157 157 54 7377 W099 A2/S2 140 140 48 15228 Desirin Double 216 210 72 9336 ATB0 108 108 108 37 3640 Colonial 45 45 15 5032 LG Colonial 72 72 25 4204 Security L1 43 43 43 15 1510 Roadway 1 62 62 21 32327 Galloon 684 315 315 108 38230 Galloon 784 370 370 127 53499 Galloon 1084 52 85 88 181 36000 Flood 421 W 421 421 143 5355 Wilding Cart 106 106 36 8300 Evolve Arm 72 72 25 8022 ATB0 70 77 77 25 8022 ATB0 70 77 77 25 8029 ATB0 70 77 77 25 80399 ATB2 270 274 274 94 9514 Roadway 2 95 95 33 15311 Roadway 3 149 149 31 28357 Roadway 4 285 285 98 5963 Colonial Larger 72 72 25 8030 Acom A 81 81 81	\$35.13	\$7.49 \$8.81	\$3.14	\$23.62
7377 WP9 A2/S2 140 140 48 85228 Destin Double 216 216 72 9336 ATBO 108 108 108 37 3640 Colonial 45 45 15 3032 LG Colonial 72 72 25 4204 Seconty L1 43 43 15 8510 Roadway 1 62 62 21 32327 Galloon 684 315 315 315 38230 Galloon 784 370 370 127 53409 Galloon 1084 217 421 421 438 430 Flood 421 W 421 421 445 4385 Withfine Cort 106 106 36 8300 Frother Arm 72 72 25 8022 ATBO 70 77 77 25 8022 ATBO 70 77 77 25 8039 ATB2 270 274 274 94 9514 Roadway 2 95 93 33 15311 Roadway 3 149 140 31 28357 Roadway 4 285 285 98 5963 Colonial Larger 72 72 25 8039 Roadway 4 285 285 98 5963 Colonial Larger 72 72 25 8039 Colonial Larger 72 72 25 80439 Colonial Larger 72 72 25 8053 Colonial Larger 72 72 25 8054 Acort A 81 81 81	\$20.39	\$6.08	\$8.77	528.24
18728 Destin Double 216 210 72 9336 ATB0 108 108 108 37 3640 Colonal 45 45 15 3032 LG Colonal 72 72 25 4204 Seconty L1 43 43 43 15 8510 Roadway 1 62 62 21 32327 Galluon 684 313 315 315 108 38230 Galluon 784 370 370 127 53499 Galluon 1084 528 528 181 36000 Flood 421 W 421 421 145 4355 Wildian Cort 106 106 36 8300 Evolve Arm 72 72 25 8022 ATB0 70 77 77 25 8022 ATB0 70 77 77 25 8024 ATB0 70 77 77 25 8027 ATB0 70 77 77 25 8027 ATB0 70 77 77 25 8027 ATB0 70 77 77 25 8028 ATB0 70 77 77 25 8029 ATB0 70 77 77 25 8027 ATB0 80 104 36 80979 ATB2 270 274 94 9514 Roadway 2 95 95 33 85357 Roadway 4 283 283 98 8963 Colonal Larger 72 72 25 8098 Colonal Small 45 45 15 8704 Acom A 81 81 81	54583	\$15.18	\$1.57	\$62.58
9336 ATB0 108 108 37 3640 Colonial 45 45 15 3032 LG Colonial 72 72 25 4204 Seconty L3 43 43 15 8510 Roadway 1 82 62 21 32327 Gallyon 684 315 315 108 38230 Galloon 784 370 370 127 53499 Galloon 1084 528 528 181 36000 Flood 421 W 421 421 145 5355 Walden's Cart 106 106 36 8300 Evolve Arm 72 72 25 11619 ATB0 100 104 104 36 30979 ATB2 270 274 274 94 9514 Roadway 2 95 95 33 15311 Roadway 3 149 149 11 28357 Roadway 4 283 285 98 5963 Colonial Larger 72 72 25 4339 Colonial Larger 72 72 25 4399 Colonial Small 45 45 15	\$70.12	\$33.54	\$2.36	\$106.02
8032         LO Colorial         72         72         25           4204         Security Lt         43         43         15           8510         Roadway I         62         62         21           32327         Galloon 684         315         315         108           38230         Galloon 78q         370         370         127           53499         Galloon 10sq         528         528         181           36000         Flood 421 W         421         421         43           5355         Mildish Coart         106         106         36           8300         Evolve Arm         72         72         25           8022         ATB0 70         72         72         25           8022         ATB0 70         104         104         36           30979         ATB2 270         274         274         94           9514         Roadway 2         95         95         33           15311         Roadway 3         149         149         31           2857         Roadway 4         283         283         98           3963         Colorad Small         45	\$7.27	84.79	\$1.21	\$13.21
4204 Security L3 43 43 15 5510 Roadway 1 e2 62 21 32327 Galloon 6sq 315 315 108 38230 Galloon 7sq 370 370 127 53409 Galloon 10sq 528 528 181 36000 Flood 421 W 421 421 145 5355 Wilding Cort 106 106 36 8300 Evotve Arm 72 72 25 8022 ATBO 70 72 72 25 8022 ATBO 70 72 77 25 8024 ATBO 70 72 77 25 8027 ATBO 70 73 77 75 16419 ATBS 100 104 104 36 30979 ATBS 270 274 274 94 9514 Roadway 2 95 95 33 15311 Roadway 3 149 140 31 28357 Roadway 4 285 285 98 5963 Colonial Larger 72 72 25 4339 Colonial Larger 72 72 25 4339 Colonial Small 45 45 15	\$8.19	\$5.26	\$0.49	\$13.94
SS10	\$9.83	\$5.91	\$0.82	\$16.56
32327 Galleon 6sq 315 315 108 38230 Galleon 7sq 370 370 127 53499 Galleon 10sq 528 528 181 36000 Flood 421 W 421 421 145 5355 Walding Cart 106 106 36 8300 Evolve Arma 72 72 25 8022 ATRO 70 72 77 25 11619 ATB0 100 104 104 36 30979 ATB2 270 274 274 94 9514 Roadway 2 95 95 33 15311 Roadway 3 149 149 31 28357 Roadway 4 285 285 98 5963 Colonial Large 72 72 25 4239 Colonial Large 72 72 25 4239 Colonial Small 45 45 15 8704 Acom A 81 81 81	\$4.76	\$2.85	\$0.49	58.10
38230 Galleon 7sq 370 370 127 53499 Galleon 10sq 528 528 181 36000 Flood 421 W 421 421 145 5355 Walded Cart 106 106 36 8300 Evolve Arm 72 72 72 25 8022 AT10 70 72 77 25 11619 ATB0 100 104 104 36 30979 ATB2 270 274 274 94 9514 Roadway 2 95 95 33 15311 Roadway 3 149 140 51 28357 Roadway 4 285 285 98 5963 Colomia Large 72 72 25 4339 Colomia Strall 45 45 15 8704 Acom.A 81 81 28	\$5.73	\$3.64	\$0.69	\$10.06
\$3499 Gullorn 10sq \$28 \$28 181 \$6600 Flood 421 W 421 421 145 \$355 Wuldnife Cart 10s 10s 36 \$300 Evolve Arm 72 72 25 \$8022 AVIIO 70 72 72 25 \$11619 AVIIO 70 104 104 36 \$30979 AVIIO 20 274 274 94 9514 Roadway 2 95 95 33 \$15311 Roadway 3 149 140 51 \$28357 Roadway 4 283 285 98 \$5963 Colonial Large 72 25 \$4339 Colonial Small 45 45 15 \$8704 Acom.A 81 81 28	\$21.60	\$11.46	\$3.53	\$36.65
10000   Hood 421 W   421   421   145	\$24.02	312.77	\$4.56	\$40.95
\$355 Wildlife Cart 106 106 36 \$300 Evolve Aran 72 72 25 8022 AT10 70 72 72 25 11619 AT89 190 104 104 36 30979 AT82 270 274 274 94 9514 Roadway 2 95 95 33 15311 Roadway 3 149 140 31 28357 Roadway 4 283 283 98 5963 Colonial Large 72 72 25 4339 Colonial Small 45 45 15 8704 Acom.A 81 81 28	533.21	317.09	\$5.92	356.22
8300 Evolve Arua 72 72 25 8022 ATHO 70 72 72 25 11619 ATHO 100 104 104 36 30979 ATHO 270 274 274 94 9514 Roadway 2 95 95 33 15311 Roadway 3 149 149 31 28357 Roadway 4 285 285 98 5963 Colomia Large 22 25 4339 Colomia Strull 45 45 15 8704 Acom.A 81 81 28	\$17.90	\$9.88	\$4.75	\$32,53 \$28.06
8022 ATB0 70 72 72 25 11619 ATB0 190 104 104 36 30979 ATB2 270 274 274 94 9514 Roadway 2 95 95 33 15311 Roadway 3 149 149 31 28357 Roadway 4 285 285 98 5963 Colomia Large 72 72 25 4339 Colomia Strull 45 45 15 8704 Acom.A 81 81 28	\$13.81	\$9.37 \$7.43	51.18 50.82	\$22.06
11619 ATB0 100 104 104 36 30979 ATB2 270 274 274 94 9514 Roadway 2 95 95 33 15311 Roadway 3 149 140 51 28357 Roadway 4 285 285 98 5963 Colonial Large 72 72 25 4339 Colonial Strall 45 45 15 8704 Acom.A 81 81 28	\$7.71	\$463	50.82	\$13.16
30979   ATB2 270   274   274   94   9514   Roadway 2   95   95   33   15311   Roadway 3   149   149   51   28357   Roadway 4   283   283   285   98   5963   Colonial Large   72   72   25   4339   Colonial Strall   45   45   15   8704   Acom.A   81   81   28	\$8.27	\$4.68	\$1.18	\$14.33
951.4 Roadway 2 95 95 33 15311 Roadway 3 149 149 51 28357 Roadway 4 285 285 98 5963 Colonial Large 72 72 25 4339 Colonial Small 45 45 15 8704 Acom A 81 81 28	\$14.93	\$8.11	\$3.08	\$26.12
15311         Roadway 3         149         149         51           28357         Roadway 4         283         283         98           5963         Colonial Large         72         72         25           4339         Colonial Small         45         45         15           8704         Acom A         81         81         28	\$6.26	\$3.8T	\$1.08	\$11.25
28557 Roadway 4 285 285 98 5963 Colonial Large 72 72 25 4209 Colonial Small 45 45 15 8704 Acom A 81 81 28	\$8.63	\$4.96	\$1.67	\$15.26
4339 Colonial Small 45 45 15 8704 Acom A 81 81 28	\$11.79	\$6.57	\$3.21	\$21.37
8794 Acom-A 81 81 28	59.18	\$5.18	90.82	515.18
	\$8.78	\$4.99	\$0.49	\$14.26
	\$19.38	\$9.87	50.92	\$20.97
7026 Destin I 99 99 34	532.58	\$15.40	\$1.11	\$49.15
37400 Flood Large 297 297 102 28700 Flood Madium 218 218 75	\$17.19	\$8.56 \$7.45	\$3.34	\$29.09 \$24.57
28700 Flood Medium 218 218 75 18600 Flood Small 130 150 52	\$14.67 \$12.65	\$6.43	\$2.45	520.76
100 000	31200	30.43	22.10	- 2424.70

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 8.739.3

		LED	(Continued)					
Nominal Delivered Lumen	Description	Lamp Wattage	Line Wattage	Est. LWh	Fixture Charge	Maint. Churse	Energy Charge	Total Chorue
23588	ATB2 210	206	208	71	\$12.88	\$7.15	\$2.23	\$22.26
8575	Destin	77	777	26	\$24.88	\$12.13	50.88	\$37.89
1958	Destin Wildlife	56	56	19	\$28.98	\$13.91	\$6.62	543.51
9212	AEL Roadway ATBS 3K	76	26	2.6	\$4.14	\$3.28	50.83	18.27
8653	AEL Roadway ATBS 4K	76	76	26	54.14	55.28	50.85	58.27
5366	Cree RSW Amber - XL	1.44	1.64	49	\$11.68	\$6.67	\$1.60	\$16.05
3715	Cree KSW Amber - Large	92	97	32	\$8.51	\$5.28	\$1.05	514.84
7300	EPTC	65	0.5	22	\$13.61	\$7.05	\$9.72	\$21,38
3358	Cont American Elect 3K	38	38	13	85.71	\$3,70	50:43	59.84
3615	Cent American Elect 48.	38	36	13	\$5.71	\$3.70	\$0.43	\$9.84
16593	AEL ATTIZ Gray	133	133	46	\$6.90	5434	51.51	512.75
6586	Holophane Gramille 3K	51	-51	18	\$13.58	57.43	50.59	\$21.60
12000	Cree XSPM.	95	95	33	\$6.07	54.00	\$1.08	\$11.18

<sup>\*\*</sup> Estimated Monthly kWh = (Line Waltage x Annual Operating Hours) (1000 x 12)

#### ADDITIONAL FACILITIES CHARGES:

The above rates apply to lighting installations made on the Company's existing overhead distribution system. Any special or additional facilities, which may be installed at the Company's option, will be billed in addition to the above rates.

- 13 ff. decorative concrete pole used only for decorative lights (Colonial, Acom, or English Couch) \$18.99.
- 13 ft. decorative high gloss concrete pole used only for decorative lights (Colonial, Acom, or English Couch) \$17.18.
- 16 ft. decorative base aluminum pole with 6" Tenon used only for deconstive lights (Destin Single or Double) \$13 it2.
- 17 ff. decorative base aluminum pole used only for decorative lights (Colornal, Acom, or English Couch) \$19.90.
- 18 ft. (14 ft. mounting haight) aluminum decorative York pole \$18.08.
- 20 ft. (16 ft. mounting height) aluminum decerative Grand pole \$14.78
- 20 ft. fibriglass pole used only for decorative lights (Colonial) \$7.03.
- 20 ft. (16 ft. mounting height) aluminum, sound, tapered pole (Spun Tenon) \$6.19
- 20 ft. (16 ft. mounting height) aluminum, round, tapered pole (Weldod Tenen) \$21.09.
- 25 ft. (20 ft. mounting hoight) aluminum, mand, tapered pole \$22.05. 30 ft. wood pole \$4.57.
- 30 ft, concrete pole \$9.55.
- 30 ft. fiberglass pole with concrete, anchor-based pedestal used primurily for the 100,000 Lamen Large Parlang Lot fotner\$45.21.
- 30 ft. (25 ft. mounting height) aluminum, round, topered pole \$24.44.
- 30 ft. aharaman pole used with concrete adjustable base \$22.34.
- 35 ft, concrete pole \$13.92.
- 35 fl. concrete pole (Tenen Top) \$19.21.
- Charge for 35 ft. wood pole \$6.63.
- 35 ft. (30 ft. mounting heights abanaman, round, tapered pole \$27.40.
- 40 ft. wood pole \$8.10.
- 45 fl. concrete pole (Tenon Top) \$25.21.
- 22 ft. aluminum pole \$15.29.
- 25 ft. alamanum pole \$15.91
- 30 ft. alunumm pole with 8' arm \$39.79.

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<sup>\*\*\*</sup> Energy Charge = 3.273¢/kWh x Estimated Monthly kWhUsige

Original Sheet No. 8.739.4

#### ADDITIONAL FACILITIES CHARGES (Continued):

30 ft. aluminum pole with 10° arm \$41.69.
30 ft. aluminum pole with 12° arm \$38.60.
35 ft. aluminum pole with 10° arm \$43.81.
35 ft. aluminum pole with 10° arm \$43.28.
35 ft. aluminum pole with 12° arm \$44.31.
40 ft. aluminum pole with 8° arm \$45.34.
40 ft. aluminum pole with 10° arm \$47.89.
40 ft. aluminum pole with 12° arm \$44.45.
16 ft. aluminum deconstrue arten pole \$17.18.

Lo & alternation decerative arion pole with banner arms \$21.21.

40 fl. concrete pole \$33.20. 45 fl. wood pole \$8.14.

50 ft. wood pole \$9.74.

16 ft. aluminum, round topered pole \$7.86.

14.5 ft. concrete, round tapered pole \$18.47. Single arm for Shoebus/Small Parking Lot fishare \$2.65.

Double arm for Shocker/Small Parking Lot fixture \$2.03

Triple ann for Shoebox Small Parking Lot fixture \$3.98.

Quadruple arm for Shoebox/Small Parking Lot forture \$5.03.

Tenon Top adapter for 100,000 Lumen Large Parking Lot forum \$4.87.

Charge for optional 100 amp rulay \$27.31.

25 KVA transformer (non-countal) for 46,000 Lumon Sheebox, 32,000 Lumon Small Parising Lot, or 100,000

Lumon Large Perking Lot forture(s) \$37.87.

25 kVA transferrer (constal) for 46,000 Lumon Shoobox, 32,000 Lumon Small Parking Lot, or 100,000 Lumon Lurge Parking Lot fixture(s) \$33.99.

All other additional facilities shall be billed at 1.28% per month of the Company's cost. Such facilities may unclude, but are not limited to, additional overflead or underground wining and special poles approved by the Company.

### VANDALISM (WILLFUL DAMAGE):

The Customer will have the following three options on the second occurrence of vandaleun (willfild damage) to a Company fixture:

- Pay (a) the total repair costs of the floture or the original total installed cost of the floture less any depreciation and salvage value plus the removal cost of the fixture cannot be repaired and (b) the total installed cost of a luminaise protective sheld. If the fixture is not compatible with the shield, then the fixture will be replaced with other a compatible 100 wart or 250 wart columbiast focuse.
- Request that the damaged fixture be replaced with the same type of unsholded fixture. For this and any subsequent occurrence, the Contorner will pay either (s) the total repair costs of the fixture or (h) the original total installed cost of the fixture less any depreciation and salvage value plos the removal cost if the fixture cannot be repaired, or
- Discontinue the service to the fixture.

The Customer must notify the Company in writing of its selected option. The Customer may choose to pay the total installed cost of a luminosist protective shield after the first occurrence of vanishing (willful damage) to a Company forture and seve the costs incurred in 1(a) shove.

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Original Sheet No. 8.739.5

#### MONTHLY RATES - CUSTOMER OWNED WITHOUT RELAMPING SERVICE AGREEMENT:

Customer-owned street, readway, and general area lighting fixtures which conferes to the specifications of Company-owned fixtures may receive energy at the appropriate charges for each size light above. Contourner-owned street, readway, and general area lighting systems which do not conform to specifications of the Company-owned fixtures shall be charged the morehly rate of 3.273.6%. Which do not estimated kWn usage of each unit. Contourner-owned equipment must be approved an advance as to accessibility to be eligible to reserve service. The Contourner will provide all poletys, financess, lamp(s), photoelectric control(s), and circuit(s) up to the point of connection to the Company's supply linus (point of service), and an adequate support for the Company-owned service conductors. The Company will provide an investment appear drop from its containg secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in leas of the everhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer. The distribution system shall serve no other electrical loads except the lighting equipment eligible for this rate.

#### MONTHLY RATES - CESTOMER OWNED WITH RELAMPING SERVICE AGREEMENT

The invertily rates set forth below cover both the electric service (if investeed) and the replacement of large and photoelectric controls upon routine failure. Large or photoelectric controls damaged or destroyed due to variables or willful abuse are not covered by the agreement and will only be implaced at the Customer's expresse. Customer-covered agreement must be approved in advance as to compatibility with Company-owned large and photoelectric controls and accessibility to be aligible to roceive service. The Customer will provide all pole(s), fixture(s), initial large(s) and photoelectric control(s), and circum(s) up to the point of connection to the Company's supply firms (point of service), and an adequate support for the Company-owned service conductors. The Company will provide an overhead service drop from its existing accordance conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be anotabled in lieu of the overhead conductors at the Customer-fix due to payment by the Customer. The distribution system shall service conductors and any trending and backfilling provided by the Customer. The distribution system shall serve no other electrical loads except the lighting equipment eligible for the rote. The Customer remains responsible for all maintenance other than the replacement of larges and photoelectric corrords.

### MONTHLY RATES - CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT:

#### High Pressure Sodium Vaper

Lamp Ratins (Lumen)	Long. Wattage	Line. Wattage	Est. kWb	Relamping Charge	Charge Charge	Young Charge
8800	100	129	43	50.74	\$1.54	\$2.08
16000	150	197	68	\$0.74	\$2.23	\$2.97
20000	200	233	80	50.75	52.62	83.37
25000	250	292	100	30.76	53.27	54.03
46000	400	477	104	\$9.75	35.37	36.12
12,5000	1000	1105	379	\$0.97	\$12.40	\$13.37

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Original Sheet No. 8.739.6

M	irti	dΙ	lab	ide

Lamp Rating (Lumen)	Lamp Wattage	Line Wattage	Est. kWh	Kelampin g Charge	Energy Charge	Total Charge
32000	400	476	143	\$0.00	\$5.33	30.23
100000	1000	1100	378	53.33	\$12.37	\$15.70

<sup>\*\*</sup> Estimated Monthly kWh - (Line Wattage x Annual Operating Hours)/(1000 x12)

The Total Charge shown above is for an immatered flature. If the service is material, those will be no Energy Charge billed under this rate.

#### ADDITIONAL FACILITIES CHARGES FOR CUSTOMER OWNED.

Any special or additional facilities, which may be installed at the Company's option, will be billed in addition to the above Contorner-owned rates

Clurge for 35 ft. wood pole \$6.03.

All other additional facilities shall be billed at 1.28 percent per month of the Company's cost.

### PROVISION FOR UP FRONT PAYMENT OF ADDITIONAL PACILITIES:

At the Customer's option, the cost of the additional facilities may be paid up front in lieu of a morethly charge. Should the Customer choose this method of payment, the amount will be the Company's total installed cost for these additional facilities for overhead or underground distribution electric service. The Company will retain ownership of these additional facilities.

The useful life of the polety) is 30 years from the installation date, and the useful life of the wire, cyclodts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, cyclodts and/or other miscellaneous additional facilities must be changed out price to this date, the facilities will be changed out at no cost to the Customer, and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of these billing methods for the additional facilities that we replaced (1) paying up from for the total installed cost of the replacement of the additional facilities, (2) paying a manifely charge as provided in the tariff, or (3) descripting the immatered electric service.

### PROVISION FOR UP FRONT PAYMENT OF FIXTURES:

A) the Contenter's option, the cost of the fecture(s) may be paid up front in flow of paying the morthly Total Charge of the ficture(s). Should the Company's total control for the ficture(s). Should the Company will retain extension of the ficture(s) and will provide for any routine maintenance. On a monthly basis, the Contents will pay only the Maintenance and Energy Charges for the ficture(s) in line of the total of the Fixture, Maintenance, and Energy Charges.

The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) falls prior to this date, the fixture(s) will be changed out at no cost to the Customer, and the billing of fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced. (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis the Maintenance and Energy Charges for the fixture(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the summircul electric service.

<sup>\*\*\*</sup> Energy Clurge = 3.273e/kWb x Estimated Monthly kWh Usage

Original Sheet No. 8.739.7

### PROVISION FOR CHANGING TO DIFFERENT PENTURE REPORT CONTRACT EXPIRES:

The Company will change out a fixone(s) currently being billed to a customer to a different type of fixtue(s) at no cost after the expiration of the initial contract term. If a Customer requests that the change out be made price to the end of the initial contract term, the Customer will be billed latter and overhead costs for the termoval of the old fixture of parts necessary for the conversion (lamp, ballast, etc.) and the installation of the new fixture or parts necessary for the conversion (lamp, ballast, etc.). The Customer will then begin paying the price in the tariff applicable to the new fixture(s) that was installed.

#### TERM OF CONTRACT (OS-VIEW

Service under this Rate Scholide shall be for an ireital period of not low than three (3) years and shall tensin until terminated by notice to either party by the other. When additional facilities are required, the Company may require a contract for a longer initial period.

#### DEPOSIT (OS-VID:

A deposit amounting to twice the estimated average resultily bill may be required before service is connected at designated promises. The deposit may be applied to any final bills against the Customer for service.

#### ADDITIONAL CHARGES (OS-1/II):

See Billing Adjustments section, Sheet No. 8 000, for additional applicable charges.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Seventh Revised Sheet No. 8.743 Cancels Sixth Revised Sheet No. 8.743

#### RECREATIONALLIGHTING

(Closed Schodule)

#### RATE SCHEDULE: RL-I

#### AVAILABLE:

In all areas served. Available to any customer, who, as of January 16, 2001, was either taking service parasuant to this schiedule or had a fully executed Recreational Lighting Agreement with the Company.

#### APPLICATION:

For FPL-owned facilities for the purpose of lighting community recruitional areas. This includes, but is not limited to, baseball, softball, socore, terms, and basicithall.

#### SERVICE

Service will be metered and will include lighting installation, lump replacement and facilities maintenance for FPL-owned lighting systems.

The Company, while conveying reasonable diligence at all times to furnish service hereunder, does not guarantee continuous. Ighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary require to lines or equipment.

#### LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and construction authorises to the Company equipment and personnel for both construction authorisements.

Stand-by, non-firm, or resale service is not permitted horounder.

#### TERM OF SERVICE

The term of service is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement costs. The Company will retain ownership of these facilities.

### FACILITIES PAYMENT OPTION:

The Customer will pay for the facilities in a hung sum in advance of construction. The amount will be the Company's total work under cost for these facilities times the Present Value Reverna Requirement (PVRR) inshipling of 1.1268. Monthly Maintenance and energy charges will apply for the term of service.

### EACHTHES SELECTION:

Facilities selection shall be made by the Customer in writing by exceeding the Company's Recreational Lighting Agreement.

(Continued on Short No. 8,744)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fighth Revised Sheet No. 8.744 Cancels Seventh Revised Sheet No. 8.744

(Continued from Sheet No. 8.743)

### MONTHLY RATE:

Facilities:

Paid in full: Monthly rate is zero

10 years payment option: 1.265% of fond work order cost.\*\*
20 years payment option: 0.848% of total work order cost.\*\*

 Both (10) sen and (20) twenty year payment options are closed to new service, and are only available for the duration of the term of service of those oustomers that have fully executed a Recreational Lighting. Agreement with the Company before January 16, 2001.

Maintenance: FPL's estimated costs of maintaining lighting facilities.

Billing: FPI, reserves the right to usess a charge for the recovery of any dedicated billing system

developed solely for this rate.

Charge Per Month: Company's otherwise applicable general service rate schedule.

See Hilling Adjustments section, Short No. 8 (90), for additional applicable charges.

#### MINIMUM MONTHLY BILL:

As provided in the otherwise applicable rate schedule, plus the Facilities Maintenance and Billing charges.

(Continued on Sheet No. 8.745)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Sixth Revised Sheet No. 8.745 Cancels Fifth Revised Sheet No. 8.745

#### (Continued from Short No. 8.744)

### EARLY TERMINATION

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Recreational Lighting Agreement by giving at least (90) mustry days advance written notice to the Company. Upon early termination of service, the Customer dual pay an amount computed by applying the following Termination Factors to the installed cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump aim in tion of a monthly payment.

FPL may also charge the Customer for the cost to the utility for removing the facilities.

Ten (10) Years Persons Orters	Termination Easter	The unity (20) Years Encounted Stations	Termination Easter
0.0	1.1268	3	1.1268
2	0.9748	2	1.0250
3	0.8947	3 4	0.9986
- 1	0.8086	4	0.9702
5	0.7161	,	0.9397
	0.6169	6	0.9069
6 7 8	0.5104	7	0.8718
	9.3900	н	0.8341
9	0.2732	W 9	0.7936
10	0.1415	10	0.7501
>10	0.0000	11	0.7035
		12	0.6534
		13	0.5996
		14	0.5419
		15	0.4799
		16	0.4134
		17	0.3420
		18	0.2654
		18 19 20 120	0.1831
		20	0.0948
		1:20	0.0000

#### WILLFUL DAMAGE:

In the event of wellful damage to these facilities, FPL will provide the initial report of each installed from at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Customer will be responsible for the cost for repair exceptaments.

#### BULES 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 coeffict between any provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Twenty-Fifth Revised Sheet No. 8.750 Cancels Twenty-Fourth Revised Sheet No. 8.750

#### STANDBY AND SUPPLEMENTAL SERVICE

#### RATE SCHIEDULE: SST-).

#### AVAILABLE

In all areas served. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

### APPLICATION:

For electric service to any Customer, at a point of delivery, whose electric service requirements for the Customer's loss are supplied or supplientmented from the Customer's generation equipment at that point of service and require standing under supplemental service. For purposes of determining applicability of this rate schedule, the following definitions shall be used:

- (1) "Standby Service" means electric energy or capacity supplied by the Company to replace mergy or capacity ordinarily generated by the Contemer's own generation againment sharing periods of rather scheduled (maintenance) or truscheduled (backet) outques of all or a portion of the Contemer's generation.
- (2) "Supplemental Service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Contemp's own generation equipment.

A Customer is required to take service make this rate schedule if the Customer's total generation capacity is more than 20% of the Customer's total electrical look and the Customer's generative are not for emergency purposes only.

Customers taking service under this rate scheckte shall enter into a Sundby stall Supplemental Service Agreement ("Agreement"); however, failure to execute such an agreement will not pro-empt the application of this rate schedule for service.

#### SERVICE

Three phase, 60 here, and at the available standard voltage. All service supplied by the Company shall be flamished through one metering point. Resale of service is not permitted because.

Transformation Rider - TR, Short No. 8.820, does not apply to Standby Service.

### MONTHLY RATE:

STANDBY SERVICE Didresty Voltage Contract Standby Demand	5ST-1(D1) Bdow 500 kW	Bsker.89 kV SST-1(D3) S00 to 1,999 kW	5ST-1(D3) 2,000 kW & Abour	SST-I(T) ARLends
Base Charge: Demand Charges	\$163.33	\$163.33	\$555.33	\$2,354.90
Base Demand Charges: Distribution Demand Charge per LW of Contract Standby Demand	\$3.92	\$3.02	\$3.92	N/A
Reservation Demand Charge per kW	\$1.93	\$1.95	\$1.93	\$1:26
Duily Demand Duige per kW for each duily meximum On-Peak Standby Damand	50.94	\$0,94	\$0.94	\$0.33

(Continued on Sheet No. 8.751)

Issued by: Tilliany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirty-First Revised Sheet No. 8.751 Cancels Thirtieth Revised Sheet No. 8.751

#### (Continued from Short No. 8.750)

Delivery Voltage	Below 69 kV			69 kV A. Above
Contract Standby Donand: Non-Fuel Energy Charges.	SST-1(D1) Below 500 kW	SST-1([)2) 500 to 1,000 kW	SST-1(D3) 2,000 kW & Above	SST-1(T) All Lends
Base Energy Charges. On-Feak Period charge per kWh	0.931e	0.934g	0.93te	0,927¢
Offi-Peak Period charge per kWh	0.931a	0.935#	0.935e	0.927g

#### Additional Charges:

See Billing Adjustments section, Sheet No. 8 030, for additional applicable charges.

Minimum: The Base Charge plus the Base Demand Charges.

### DEMANDICALCULATION:

The Demand Charge for Standby Service shall be (1) the charge for Distribution Demand plot (2) the greater of the sum of the Dally Demand Charges or the Reservation Demand Charges times the maximum On-Pask Standby Demand actually registered charge times the deficience between the Contract Standby Demand and the maximum On-Pask Standby Demand and the maximum On-Pask Standby Demand actually registered charge times the deficience between the Contract Standby Demand and the maximum On-Pask Standby Demand actually registered charge the month.

#### SUPPLEMENTAL SERVICE

Supplemental Service shall be the total power supplied by the Company minus the Susselly Service supplied by the Company thiring the same matering point. The charge for all Supplemental Service shall be calculated by applying the applicable retail rate schools, excluding the Base charge.

### RATINGPERIODS:

#### On Fook

Neverther 1 through March 31: Moreleys through Endays during the bases from 6 a.m. EST to 16 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thanksgiving Day, Christmas Day, and New Your's Day.

April 1 through October 31: Merelays through Fridays during the hours from 12 room EST to 9 p.m. EST excluding Memorial Day, Independence Day, and Cabor Day.

### Off-Peak:

All other hours

### CONTRACT STANDBY DEMAND:

The level of Customer's generation requiring Standby Service as specified in the Agreement. This Contract Standby Demand will not be less than the nucurous load actually served by the Customer's generation during the current month or prior 23-month period less the amount specified as the Customer's load which would not have to be served by the Company in the excent of an outage of the Customer's generation equipment. For a Customer receiving only Standby Service as identified under Special Provisions, the Contract Standby Demand shall be maximum load actually served by the Company during the current month or prior 23-mounts period.

A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

Demand solution conditing from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency
measures, or

(Continued on Short No. 8.752)

Issued by: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fifth Revised Sheet No. 8.752 Cancels Fourth Revised Sheet No. 8.752

#### (Continued from Sheet No. 8:751)

- Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL, or
- Permanent changes to customer facilities that roads in a permanent loss of electric load, including any faal substitution resulting at permanently reduced electricity consumption, upon verification by FPL.

The re-established Contract Standby Demand shall be the higher of the actual Contract Standby Demand calculated in the sent billing period following the Contract's written request or the poor Contract Standby Demand minus the calculated dismand reduction. Enquisits to re-establish the Contract Standby Demand may be processed up to revice per calcular year when some than one efficiency measure is installed or where the same efficiency measure is installed in phases.

#### STANDBY DEMAND:

When the Customer's generation is iose than the minimum normal operating level as specified in the Agreement, the Standby Demand is the lesser of (1) the Contract Standby Demand minus the Customer's load being served by the Customer's generation, but not less than zero, or (2) the level of Demand being supplied by the Company.

### DEMAND.

The Demand is the kW to the numest whole kW, as determined from the Company's metering ogainment and systems, for the 30-minute period of the Customer's greatest use during the month as adjusted for power factor.

#### TERM OF SERVICE:

Not fine that they years. The Customer shall give the Company at least five years written notice before the Customer may transfer their squeezepting this rate schedule to an applicable retail rate schedule. Transfers, with less than five years written socies, to an applicable retail rate schedule may be permitted if it can be shown that such transfer in in the best interests of the Customer, the Company, and the Company's other enterpayers.

#### SPECIAL PROVISIONS:

The Customer will allow the Company to make all necessary arrangements to mean (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the capacity and energy supplied to the Company by the Customer's generation equipment. The Company shall provide and the Customer shall be exqueed to pay the installation, operation and maintenance costs incurred by the Company for the asstoring equipment required in (2) and (3) described above. The Company shall return ownership of all metering equipment.

Where the Customer and the Company agree that the Customer's service requirements are totally standby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generation equipment provided that where only Standby Service is taken, (1) the Customer and the Company agree to the maximum amount of Standby Service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating ecologisms from its own metering as is necessary to permit analysis and reporting of the load and usage characteristics of Standby and Supplamental Service.

### RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the exercitly offective "General Reins 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirtieth Revised Sheet No.8.760 Cancels Twenty-Ninth Revised Sheet No. 8.760

## INTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE (OPTIONAL)

#### RATE SCHEDULE: ISST-1

### AVAILABLE

In all areas served. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

#### LIMITATION OF AVAILABILITY:

This schedule may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0-QR, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

#### APPLICATION

A Customer who is digible to receive service under the Standby and Supplemental Service (SST-1) rate schedule may, as an option, take service under this rate schedule, unless the Customer has entered into a contract to sell firm capacity and/or energy to the Company, and the Customer current restart its generation equipment without power supplied by the Company, in which case the Customer may only receive Standby and Supplemental Service under the Company's SST-1 rate schedule.

Customers taking service under this rate schedule shall enter into an Interruptible Standby and Supplemental Service Agreement ("Agreement"). This interruptible load shall not be served on a firm service basis until service has been terminated under this rate schedule.

### SERVICE

Three phase, 60 horte, and at the available standard voltage.

A designated portion of the Customer's fourd served under this schedule is subject to interruption by the Company. Transformation Rader-TR, where applicable, shall only apply to the Customer's Contract Standby Demand for delivery voltage below 69 kV. Result of service is not possible the property.

MONTHLY RATE. STANDRY SERVICE Didivery Voltage:	Distribution Below 60 kV (SST-1(D)	Transmission 69 kV & Above 1587-1(T)
Base Charge:	\$635.53	\$2,594.55
Demand Charges:		
Base Demand Charges Distribution Demand Charge per kW of Contract Standby Demand	53.92	18/A
Reservation Demand Charge per kW of Interreptible Standby Demand Reservation Demand Charge per kW of Firm Standby Comand Daily Demand Charge per kW for each daily maximum On-Posk	\$0.33 \$1.93	50.38 51.76
Intemptible Standby Demand	50.10	50.15
Dudy Demand Chargu per kW for each daily measurem On-Poak. Firm Standby Demand	\$0.94	\$0.55
Non-Faci Energy Charges Base Energy Charges: On-Peak Period charge per kWh Off-Peak Period charge per kWh	0.931¢ 0.931¢	0.927e 0.927e

(Continued on Sheet No. 8.761)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Eighth Revised Short No. 8.761 Cancels Seventh Revised Short No. 8.761

(Continued from Sheet No. 8.760)

#### Additional Chargos:

See Billing Adjustments section, Sheet No. 8:030, for additional applicable charges.

Minimum: The Base Chargo plus the Base Domand Clarges.

### DEMAND CALCULATION:

The Demand Charge for Standby Service shall be:

Distribution -

(1) the charge for Distribution Dumand PLUS

Firm Service -

- (2) a) the greater of the sum of the Dady Firm Standey Demand Charges OR the Reservation Firm Standily Demand Charge times the maximum On-Peak Firm Standily Demand actually registered thiring the mouth PLIN
  - the Reservation Firm Standby Demand Charge times the difference between the Contract Firm Standby Demand and the monimum On-Peak Firm Standby Demand actually registered during the month PLUS

Interruptible Service - (3) a) the greater of the sum of the Dully Interruptible Standby Demand Charges OK the Reservation Interruptible Standby Demand Charges Inters the standard On-Peak Interruptible Standby Demand Actually registered during the month PLUS

b) the Reservation Interruptible Standby Demand Charge times the difference between the Contract Interruptible Standby Demand and the measurum On-Peak Interruptible Standby Demand actually registered during the month.

#### SUPPLEMENTAL SERVICE

Supplemental Service shall be the total power supplied by the Company minus the Stockly Service supplied by the Company during the same menering period. The charge for all Supplemental Service shall be calculated by applying the otherwise applicable rate sebedule, excluding the Base charge.

If all or a portion of a Customer's Supplemental Service is Interruptible, then Supplemental Service will be provided pursuant to Kate Schedule CILC-1 or the General Service Industrial Demand Reduction Rider.

### INTERRUPTION:

### Internation Condition:

The Customer's interruptible load served under this rate schedule is subject to interruption when such interruption alleviates any envergency conditions or capacity duratages, either power suently or transmission, or whenever system load, actual or projected, would officewise require the positing operation of the Company's generators. Positing operation entails taking beas loaded units, cycling traits or community turbiness above the continuous rated output, which may overstress the generators. Those conditions will typically rould in leastburing (15) interruption periods per year, will typically allow advance notice of floor (4) hours or more grier to an interruption period of load (1) hears' duration. The operating limits under this tatiff are described below.

<u>Programmy</u>. The frequency of interruption will not exceed twenty-five (25) interruption periods per year.

Sostice. The Company will provide one (1) hear's advance notice or more to a Contenter prior to interrupting the Castomer's interruptible load.

Departure: The characters of a single period of interruption will not exceed six (6) hours.

(Centimud on Short No. 8.762).

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fourth Revised Sheet No. 8.762 Cancels Third Revised Sheet No. 8.762

#### (Centinued from Sheet No. 8.761)

In the event of an energency, such as a Generating Capacity Emergency (See Definitions) or a major disturbance, greater fooquency, loss notice, or longer disturbed shower may occur. If such an imargency develops, the Customer will be given 13 minuted notice. Less than 15 minuted notice may only be given in the event that failure to do so locally in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Customer agrees that the Company will not be liable for any damages or nightee that may occur as a result of providing no notice or less than one (1) hours' notice.

#### Contorner Reservesability

The Company will interrupt the interruptible portion of the Customer's service for a one-host period, once per year at a mutually approache time and date for testing purposes. Testing purposes include the testing of the interruption apparent to ensure that the local is after to be interrupted within the agreed specifications. If the Customer's lead has been successfully interrupted theiring the provious 12 months, this test obligation will have been met.

The Contoner shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electronally interrupt the Committee's load, as specified in the Agreement.

#### RATING PERIODS

On Pos

Neverther I, through March 31. Mondays through Fridays during the boars from 6 a.m. EST to 10 a.m. EST and 6 g.m. EST to 10 p.m. EST enduding Theologicing Day, Christmas Day, and New Yoar's Day.

April 1 through October 31: Mondays through Findays sharing the losers from 12 noon EST to 9 p.m. EST excluding Monorial Day, Independence Day, and Labor Day.

Off-Peak

All other hours.

#### DEMAND:

The Demand is the kW to the research whole kW, as determined from the Company's entering equipment and systems, for the 30minute period of Customer's greatest use during the records as adjusted for power factor.

#### CONTRACT STANDBY DEMAND:

The level of Customer's load requiring Standby Service as specified in the Agruement. This Contract Standby Demand will not be less than the measurement load actually served by the Customer's generation during the current month or prior 23-secrets period less the amount specified as the Customer's load which would not have to be served by the Company in the event of an oringe of the Customer's generating captioner. For a Customer receiving only Standby Service as itemfiled under Special Provisions, the Contract Standby Demand shall be the measurement and actually served by the Company during the current month or prior 23-month period.

A Customer's Contact Stanfby Domand may be re-established to allow for the following adjustments:

- Demand extraction resulting from the installation of EPL Domand Side Management Measures or EPL Research Project officiency mesograp, or
- Demand robustions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL, or
- Perstance charges to customer facilities that result in a persuasert loss of electric load, including any faci substitution resulting in persuasertly endoced descriptive unsumption, upon varification by FPI.

The re-established Contract Standby Demand shall be the higher of the actual Contract Standby Demand calculated in the next billing period following the Contract Standby Demand minus the calculated demand reduction. Engagests to re-establish the Contract Standby Demand may be processed up to twice per calculat year when more than one efficiency measure is installed on where the same efficiency measure is installed on phases.

#### STANDBY DEMAND:

When the Customer's generation is less than the minimum normal operating level as specified in the Agreement, the Standby Dermand in the losses of (1) the Contract Standby Dermand minus that Customer's lead being served by the Contomer's generation, but not less than zero, or (2) the level of Dermand being supplied by the Company.

#### FIRM STANDBY DEMAND:

The Customer's Firm Standby Demand shall be the lesser of the "Firm Standby Demand" level specified in the Customer's Agreement with the Company, or the highest Standby Demand. The level of "Firm Standby Demand" specified in the Agreement shall not be exceeded during the periods when the Company is interrupting the Customer's load.

(Continued on Short No. 8.7(3)

Issued by: Tillany Colum, Senior Director, Regulatory Bates, Cast of Service and Systems

Tenth Revised Sheet No. 8.763 Cancels Ninth Revised Sheet No. 8.763

#### (Continued from Short No. 8.762)

## INTERRUPTIBLE STANDBY DEMAND:

The Customer's Interruptible Standby Demand shall be the Customer's Standby Demand Ion the Customer's Firm Standby Demand.

#### INTERBUPTION PERIOD:

All hours set-blocked by the Company thiring a monthly billing passed in which:

- 1. the Customer's load is testemopted, or
- the Customer is billed pursuant to the Continuity of Service Provision.

#### EXCEPTIONS TO CHARGES FOR EXCEEDING FIRM DEMAND:

If the Customer exceeds the "Firm Standby Demand" during a period when the Company is interrupting load due to:

- Force Majoure overto (see Definitions) which are demonstrated to the satisfaction of the Computy to have been beyond the Customer's control, or
- maintenance of generation equipment necessary for intemption which is performed at a pre-arranged time and date mutually aerood to be the Company and the Contempt (See Special Province), or
- agroed to by the Company and the Customer See Special Provisions), or adding firm load that was not proviously non-firm load to their facility, or
- an event affecting local, state, or national security and space launch operations, within five (5) days prior to an impersting launch.

then the Customer will not be required to pay the Charges for Exceeding Firm Demand during the period of such exceptions, but will be billed pursuant to the Continuity of Service Provision.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, then the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

#### CHARGES FOR EXCHEDING FIRM STANDBY DEMAND:

If the Customer exceeds the "Firm Standby Dermant" during a period when the Company is interrupting lead for any reason other than those specified in Exceptions to Charges for Exceeding Firm Standby Demand, then the Customer will be:

- billed the difference between the Reservation Demand Charge for Firm Standby Demand and the Reservation Demand Charge for Interruptible Standby Demand for the excess law for the prior staty (80) snorths or the number of receibs the Customer has been billed under the rate schools/e, whichever is less, and
- 2. billed a penalty charge of \$1.40 per low of excess low for each month of rebilling

Excess kw for robiling and penalty charges is determined by taking the difference between the maximum demand during the interruption Period and the Customer's "Firm Standby Demand". The Customer will not be robilled or penalized twice for the same excess kw in the calculation described above.

## TERM OF SERVICE

Service under this Rate Schedule shall continue, subject to Limitation of Availability, until tensanated by either the Company or the Contente upon written notice given at least five (5) years prior to termination.

Transfers, with less than five (5) years' writen notice, to any firm retail rate schedule for which the Customer would qualify may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive doctric service in any from from the Company, the Customer may terminate the Agreement by giving thirty (30) days' advance weithen reduce to the Company.

The Company may beneate service under the Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement. Piter to any such termination, the Company shall notify the Customer at least—sinety (90) days in advance and describe the Customer's failure to comply. The Company may from terminate this service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes occurrent necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, it, at any time during the 90-day period, the Customer either reflues or fails to initiate and garace corrective action, the Company shall be critical to suspend forthwith the monthly billing under this Rate Schadule and bill the Customer ratio of otherwise applicable from service rate wheelshe

#### In the event that:

- service is terminated by the Company for any reason(s) specified in this section, or
- b) the Customer transfers the interruptible portion of the Customer's load to "Tirm Standby Demand" or to a firm or a cartailable service rate schodule without providing at least five (5) years' advance written notice, or

(Continued on Short No. 8 764)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Tenth Revised Sheet No. 8.764 Cancels Ninth Revised Sheet No. 8.764

#### (Corninued from Sheet No. 8.763).

- c) there is a termination of the Customer's coisting service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or custadable service rate schedule, or under this Rate Schedule with a shift first rens-firm load to firmservice.
  - () at a different location in the Company's service area, or
  - iii) under a different name or different ownership, or
  - under other circumstances whose effect would be to increase firm demand on the Company's system without the sequisite five (5) years' advance written notice.

#### than the Customer will be

- relailed under Rate Schedule SST-1 for the shorter of (a) the most recent prior sexty (x0) months during which the Customer was billed for service order thin Rate Schedule, or (b) the mantler of months the Customer has been hilled under thin Rate Schedule, and
- 2. It filled a penalty charge of \$1.40 per kW times the number of months refelled in No. 1 above times the Contract Standby Demand.

#### Except as noted below:

If service under this schedule is terminated by the Costomer for any reason, the Customer will not be rebilled as specified in paragraphs 1, and 2, above if

- a. It has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the communic cost-effectiveness of the Company's ISST-1 Schodule or is in the best interests of the Company, and the Company's other customers, or
- the Customer is required to transfer to another note; into schedule as a result of Commission Rule 25-6 0438. F.A.C., or
- the termination of service order this Rate Schedule is the result of other the Customer's ensuing operations at its facility, without continuing or establishing similar operations observations in the Company's service area, or,
- d. any other Continues:) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agrees to take service under this Rate Schoolade and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has how the equipment usualled and is (as)) available for interruption.

In the event the Customer pays the penalty charges because no replacement Customer(s) in(are) available as specified in paragraph disables, but the replacement Customer(s) close(de) become available within 12 months from the date of termination of service under this Rate Schoolae, then the Customer will be refused all or part of the rebilling and penalty in projection to the amount of MW obtained to replace the lost capacity less the additional cost instituted by the Company to serve those MW during any load control periods which occur before the replacement Customer(s) became available.

## SPECIAL PROVISIONS:

- Interruption of the Customer's load shall be accomplished through the Company's load management systems by use of control operate connected directly to the Customer's switching equipment.
- The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or renowing Company-owned interruption opagement.
- It shall be the responsibility of the Customer to determine that all electrical supposent to be interrupted in in good repair and working condition. The Company will not be angernable for the aquir, maintainness or replacement of the Customer's electrical originated.
- 4. The Company is not required to install interruption equipment if the installation cannot be economically justified.
- Ittling under this Rate Schedule will commone after the installation, respection and successful testing of the interruption equipment.
- Maintenance of the Customer's generation equipment necessary for the implementation of load control will not be acheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

(Continued on Short No. 8.765)

Loued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.765 Cancels Original Sheet No. 8.765

#### (Command from Short No. 8 764)

The Customer will allow the Company to make all necessary arrangements to make (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment to the interroptible load served by the Customer and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's systems, (3) the equacity and energy supplied to the Company by the Customer's generating equipment. The Company shall provide and the Customer shall be required to put the installation, operation and maintenance costs instanted by the Company for the maintening equipment required in (2) and (3) described above. The Company shall exam ownership of all measures contents.

Where the Customer and the Company agree that the Customers interruptible service requirements are totally standay or totally supplemental, the Company shall bill the Customer occordingly and not require Company metering of the gross demand and energy custom of the Customer's generating captioners provided that where only Standay Service is taken, (1) the Customer and the Company agree to the maximum around of interruptible shealthy service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is necessary to portrit analysis and reporting of the load and usage characteristics of Interruptible Standby and Supplemental Service.

#### CONTINUITY OF SERVICE PROVISION

In order to minimize the frequency and doration of interruptions requested under this rate schedule, the Company will attempt to obtain miscoustly available additional capacity audior energy during periods for which interruptions may be requested. The Company's obligation in this segand as no different than its obligation in general to purchase power to serve its Customers during a capacity shortage, in other words, the Company is not obligated to account for, or otherwise selfect in its generation planning and construction, the possibility of providing capacity audior energy under this Continuety of Service Provision. Any non-fam customers are electing to receive capacity and/or energy which enable(s) the Company to continue service to the Customer's non-fam loads during these periods will be subject to the additional charges set forthbelow.

In the event a Customer elects not to have its non-form load interrupted pursuant to this schedule, the Customer shall pay, in addition to the normal charges provided horounder, a charge inflacting the additional costs incremed by the Company in continuing to precide service. less the applicable class find charge for the period during which the load would otherwise have been interrupted (see Sheet No.8.036). This incremental charge shall apply to the Nos-Sirm Customer for all consumption above the Customer's Firm Stardby Demand during the time in which the reso-firm band would otherwise have been interrupted. If, for any reason charge stack period, this capacity and/or energy is fam) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will cause to apply and interruption will be required for the remainder of such period.

Any Customer served under this Rate Schedule may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 house written notice (not including heliclays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with organized to the Continuity of Service Provision.

## BULES AND REGULATIONS:

Service under this Rate Schedule is subject to orders of governmental bodies having jurisdiction and to the carrothy effective "General Rates and Regulations for Electric Service" on the with the Florida Public Service Commission. In case of conflict between any prevision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

#### DEFINITIONS.

Generating Capacity Emergency:

A Generating Capacity Energency exists when any one of the electric utilities in the state of Florida has madequate generating capability, including purchased power, to supply its firm lead obligations.

Force Majorare

Force Majorare for the purposes of this Rate Schudule means causes not within the reasonable control of the Casternar affacted and not coused by the negligence or lack of the diligence of the Casternar. Such events or circumstances may include acts of God, strikes, lockeum or ofter labor disputes or difficulties, wars, blockades, issuanceious, riots, environmental constraints lawfully imposed by follow, et local governmental bodies, coplosions, fires, floods, lightning, wind, sounderts to equipment or machinety, or similar occurrences.

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

Effective: November 15, 2002

Fifth Revised Sheet No. 8.800 Cancels Fourth Revised Sheet No. 8.800

#### ECONOMIC DEVELOPMENT RIDER - EDR.

## AVAILABLE

In all areas served.

This Rider is available for load associated with initial permanunt service to now establishments or the expansion of existing establishments. The New Load applicable under this Rider must be a minimum of 350 kW at a single delivery point. To qualify for service under this Rider, the Customer must employ an additional work force of at least 25 full-time employees per 350 kW of New Load.

Initial application for this Rider is not available to existing load. However, if a charge in ownership occurs after the Customer contracts for service under this Rider, the successes Customer may be allowed to falfill the balance of the contract under Rider EDR and contrare the schedule of credits contined below. This Rider is also not available for renewal of service following interruptions such as equipment failure, temporary plant shutdows, strike, or economic conditions. This Rider is also not available for load-shifted from one establishment or delivery point on the Florida Power and Light system to another on the Florida Power and Light system.

The load and employment requirements under the Rider must be achieved at the same delivery point. Additional metering equipment may be required to qualify for this Rider. The Customer's Service Agreement under this Rider must include a description of the amoent and nature of the load being provided, the marker of full-time jobs resulting, and documentation verifying that the availability of the Economic Development Rider is a significant factor in the Customer's location/expansion-decision.

#### LIMITATION OF SERVICE

The Company reserves the right to limit applications for this Rider when the Company's Economic Development expenses from this Rider, the Existing Facility Economic Development Rider (EPEDR), and other sources exceed the maximum amount allowed by FPSC, rule 25-6,0426 F.A.C. Service under this either may not be combined with non-firm rate schedules, office business incentive olders or combined with service under the EPEDR after January 1, 2012.

## DEFINITION:

New Load: New Load is that which is added to the Company's system by a new establishment after January 1, 2022. For existing establishments, New Load is the net incorneutal load above that which existed prior to approval for service under this Riche.

#### DESCRIPTION:

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 associated with the Customer's New Load.

Year 1 - 20% reduction in base demand and energy charges\*

Year 2 - 15% Year 3 - 16% Year 4 - 3% Year 5 - 6%

 All other charges will be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSD-1, GSDT-1, GSDD-1, GSDD-1, GSDD-2, GSDD-2, GSDD-3, or HUFT.

(Continued on Sheet No. 8.801)

Issued by: Tiffany Cohon, Senior Director, Regulatory Rains, Cost of Service and Systems

Third Revised Sheet No. 8.801 Cancels Second Revised Sheet No. 8.801

(Continued from Sheet No. 8.800)

#### TERM OF SERVICE:

The Costomer agrees to a five-year contract term. Service under the Rider will terminate at the end of the fifth year.

The Company may terramate service under this Rider at any time (I the Customer fiels to comply with the terms and conditions of this Rider. Failure to: 1) maintain the level of ampleyonant specified in the Customer's Service Agreement and/or 2) purchase from the Company the amount of load specified in the Customer's Service Agreement may be considered grounds for termination.

#### PROVISIONS FOR EARLY TERMINATION:

If the Company terminates service under this Rider for the Customer's failure to comply with its provisions, the Customer will be enquired to reinfluence the Company for any discounts received under this Rider planetiment.

If the Customer opts to terminate service under this Ridar before the turn of service specified in the Service Agreement the Customer will be required to ministress the Company for any discounts received under this Ridar plus interest.

#### BULES AND REGULATIONS.

Service under this schedule is subject to orders of governmental bodies having paradiction 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 shall apply

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

Effective: March 7, 2003

Original Sheet No. 8.892

## ECONOMIC DEVELOPMENT RIDER - LARGE EDR

## AVAILABLE

In all areas served.

This Rider is available for load associated with initial permanent service to new establishments or the expansion of existing establishments. Service under the Rider is limited to Customers who make application to the Company approves such application after January 1, 2022. The New Load applicable under this Rider must be a minimum of 1 MW at a single delivery point. To qualify for service under this Rider, the Costomer must impley an additional work force of at least 40 full-time employees pit 1 MW of New Load.

Initial application for this Riske is not available to existing lead. However, if a charge in ownership occurs after the Cantomer contracts for service under this Risker, the successor Castomer may be allowed to fulfill the balance of the centract under Risker EDR and continue the schedule of credes outlined below. This Risker is also not available for reserval of services following interruptions such as equipment failure, temporary plant shatdown, stake, or economic conditions. This Risker is also not available for load-shifted from one establishment or delivery point on the Florida Power and Light system to another on the Florida Power and Light system.

The load and employment requirements under the Rider must be achieved at the same delivery point. Additional meturing equipment may be required to qualify for this Rider. The Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, the muster of full-time jobs routiling, and documentation verifying that the availability of the Economic Development Rider is a significant factor in the Customer's location/expansion decision.

## LIMITATION OF SERVICE:

The Company reserves the right to limit applications for this Rider when the Company's Economic Development expenses from this Rider, the Existing Facility Economic Development Rider (EFEDR), and other sources exceed the maximum amount allowed by FPSC rule 25-6.0426 F.A.C. Service under this rider may not be combined with non-firm rate schedules, other business incentive rides or combined with service under the EFEDR.

## DEFINITION

New Load: New Load is that which is added to the Company's system by a new establishment after January 1, 2022. For existing establishments, New Load is the net incremental load above that which existed prior to approval for service under this Rider.

## DESCRIPTION

A craft 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 associated with the Costomer's New Load:

Year 1 - 40% reduction in hose demand and energy charges\*
Year 2 - 30% - Year 3 - 20% - Year 4 - 10% - Year 5 - 0% - -

\* All other charges will be based on the Castomer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSLD-1, GSLD-1, GSLD-1, GSLD-2, GSLD-2, GSLD-3, GSLD-3, GSLD-3, or HLFT.

## TERMI OF SERVICE:

The Customer agrees to a five-year centract turn. Service under this Rider will terminate at the end of the fifth year.

The Conguny may terminate service under this Rider at any time if the Customer falls to comply with the terms and conditions of this Rider. Pailors to: 1) maintain the land of employment specified in the Customer's Service Agreement and/or 2) purchase from the Company the amount of load specified in the Customer's Service Agreement may be considered grounds for termination.

(Continue on Sheet No. 8.802.1)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 8.802.1

## (Continued from Sheet No. 8.802)

## PROVISIONS FOR EARLY TERMINATION.

If the Company huminates service under this Rider for the Customer's failure to comply with its provisions, the Customer will be required to reimforme the Company for any discounts received under this Rider placement.

If the Customer opts to terminate service under this Rider before the term of service specified in the Service Agreement the Customer will be required to minibure the Company for any discounts received under this Rider plus interest.

#### RULES AND REGULATIONS

Service under this schedule is subject to credes 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: Tiffany Coben, Senior Director, Regulatory Rates, Cost of Service and Systems

Seventeenth Revised Sheet No. 8.820 Cancels Sixteenth Revised Sheet No. 8.820

#### TRANSFORMATION RIDER - TR

## AVAILABLE

In all acors served.

#### APPLICATION:

In conjunction with any general service or industrial rate subadula specifying delivery of service at any available standard voltage when Customer takes service from available primary lines of 2400 volts or higher at a single point of delivery.

#### MONTHLY CREDIT:

The Company, at its option, will either provide and maintain transformation facilities equivalent to the expansity that would be provided if the load were served at a secondary voltage from transformers at one location or, when Customer families transformers, the Company will allow a monthly credit of \$0.34 per kW of Billing Demand. Any transformer capacity required by the Customer in coacses of that provided by the Company horazorler may be rented by the Customer at the Company's standard rental charge.

The credit will be deducted from the monthly bill as computed in accordance with the provisions of the Monthly Rate section of the applicable Rate Schedule before application of any discounts or adjustments. No monthly bill will be rendered for an amount less than the minimum monthly bill called for by the Agreement for Service.

#### SPECIAL CONDITIONS:

The Company may change its primary voltage at any time after resonable advance action to any Customer receiving credit hereavier and affected by such change, and the Customer than has the option of changing its system so as to scorive service at the new line voltage or of according service (without the benefit of this ride) through transformers supplied by the Company.

#### RULES AND REGULATIONS:

Service under this sobolide 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 Plonida 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.

lissed by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Seventy-Third Revised Sheet No. 8.830 Cancels Seventy-Second Revised Sheet No. 8.830

#### SEASONAL DEMAND - TIME OF USE RIDER - SDTR (OPTIONAL):

## RIDER: SOTR

AVAILABLE: In all areas served.

## APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose with a measured Demand in excess of 25 kW. This is an optional rate available to customers otherwise served under the GSD-1 GSDT-1, GSLD-1, GSLD-1, GSLD-2 or GSLDT-2 Rate Schedules

Single or three phase, 60 hortz and at any available standard voltage. All service required on promises by Castomer shall be flamsibed through one meter. Result of service is not permitted becomine.

#### MONTHLY RATE:

OPTION A: Non-Seasonal Standard Rate

Annual Mananum Demand	SDTR-1 25-499 kW	SIZTR-2 500-1,990 kW	SOTE-3 2,000 kW or greater	
Base Charge:	\$28.17	583.32	\$240.61	
Demand Charges Seasonal On-peak Demand Charge Per kW of Seasonal On-peak Domand	\$10.63	\$12.25	\$12.44	
Sessonal Mozimum Demand Charge	\$0.66	\$0.74	50.64	
New Seasonal Demand Charge Per kW of New-Seasonal Maximum Demand	\$10.36	51240	\$12.73	
Energy Chargos: Basic Scasotral On-Pools	9.7786	6.410g	5.188a	
Pat kWh ofSamonal On-Pauk Energy				
Base Seasonal Off-Peak Per kWh of Seasonal Off-Peak Energy	1.50%	1.32%	1.28%	
Base Non-Seasonal Energy Charge Per kWh of Non-Seasonal Energy	2.3626	1.840¢	1.594e	

## Additional Charges

See Billing Adjustments section, Sheet No. 8 030, for additional applicable charges.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Twenty-Fifth Revised Sheet No. 8.831 Cancels Twenty-Fourth Revised Sheet No. 8.831

	Acceptantian in	III Shint No. 8.8.90)	
OPTION B: Non-Sessonal Time of Use Rate			
Annual Maximum Denuard	SDTR-1 25-499 kW	BDTR-2 500-1.999kW	SDIR-3 2.000 kW or saveste
Base Charge:	528.17	36/3.32	\$240.61
Demand Charges: Seasonal On-peak Demand Charge Per kW of Seasonal On-peak Demand	\$10.63	\$12.25	\$12.44
Non-Seasonal Demand Charge Per kW of Non-Seasonal Peak Demand	\$9.76	\$11.95	\$12.09
Maximum Demand	\$0.66	50:74	\$0.64
Eurgy Charges Base Senional On-Peak Per kWh of Nessonal	9.7184	6.410g	5,1884
On-Peak Energy Base Seasonal Off Peak Per kWh of Seasonal	1.5689	1.328¢	1.24%
Off-Peak Energy flase Non-Scasonal On-Peak Per kWh of Non-Scasonal On-Peak Energy	5.17%	3.754e	3.10ve
Base Non-Seasonal Off-Peak For KWh of Non-Seasonal Off-Peak Energy	1.568g	1.3284	1.249e

(Continued from Short No. 8.830)

Additional Charges:

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum Clurge: The Base Charge plus the currently effective Domand Charges.

## NON-SEASONAL RATING PERIODS (OPTION Biosley)

Non-Seasonal On-Feek Period

November 1 through March 31: Mondays through Fridays during the bours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thanksgiving Day, Christmas Day, and New Yoar's Day.

April 1 through May 31 and October 1 through October 31. Mondays through Fridays during the hours from 12 moon EST to 9 p.m. EST excluding Memorial Day.

Non-Seasonal Off-Peak Period All other hours.

(Continued on Short No. 8.832)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

First Revised Sheet No. 8.832 Cancels Original Sheet No. 8.832

#### (Continued from Short No. R.831)

#### ANNUAL MAXIMUM DEMAND:

The Armual Maximum Demand is the highest monthly Maximum Demand kW recorded during the last 12 months to the regress whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use thiring any month as adjusted for power factor.

#### SEASONAL UN-PEAK DEMAND

The Seasonal On-Pook Demand is the kW to the namest whole kW, as determined from the Company's metering equipment and systems, for the 30-enimite period of Cristomer's greatest use for the designated On-Peak periods during the moeth as adjusted for power factor between the bours of 3 p.m. EST and 6 p.m. EST on weekdays during the falling months of June through September, excluding Memorial Day, Independence Day and Labor Day

### SEASONAL ON PEAK ENERGY

The kWh consumed during the hours of 3 p.m. EST and 6 p.m. EST on weekdays during the billing months Ame through September, excluding Memorial Day, Independence Day and Labor Day.

#### SEASONAL OFF-PEAK ENERGY:

All offer hours during the billing months of June, July, August and September.

#### NON-SEASONAL DEMAND

The New-Seasonal Demand is the kW to the nursest whele kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor during the billing months of January through May and October through December.

NON-SEASONAL ENGINES (OPTION A)

The kWh-consumed during the billing months of January through May and October through December.

## NON-SEASONAL ON-PEAK ENERGY (OPTION B):

The kWh consumed during Non-Seasonal On-Pink Period.

## NON-SEASONAL OFF-PEAK ENERGY (OPTION B)

The KWh consumed duting Non-Seasonal Off-Peak Period.

## TERM OF SERVICE:

lested term is one year with automatic, successive one year extensions unless terminated in writing by either the Company or the Customer at least ninety (90) days prior to the expiration of the surrent Term of Service.

## TERMINATION PROVISIONS:

to service before the end of their sument Term of Service shall be rebilled under the otherwise applicable rate for the losser of 1) total period of time in which service under the Seasonal Demand Time of Use Richer was taken or 2) the most recent twelve months. Customers terminating service under the Seasonal Demand Time of Use Rider shall not be eligible to seceive service under the Rider for a period of twelve months.

## RULES AND REGULATIONS

Service under this Rider 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 provisions of this Rider and said "Ceneral Roles and Regulations for Electric Service" the provisions of this Rider shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.845 Cancels Original Sheet No. 8.845

#### SUPPLEMENTAL POWER SERVICES RIDER PILOT (OPTIONAL)

#### RATE SCHEDULE: OSP-1

#### AVAILABLE

In all areas served. This optional rider ("Rider") is available on a voluntary basis to Customers who desire an alternative source of power supply under power conditioning service ("Service") in the event Customers' normal electric supply is disrupted. This Rider shall expire on December 31, 2025 unless extended by approved of the FPSC. No new Optional Supplemental Power Services Agreements may be executed following the expiration of this Rider. Service under this Rider shall be provided under the terms specified in the Optional Supplemental Power Services Agreements that are outstanding at each time as the Rider expires.

## APPLICATION:

Service is provided through the installation of equipment by the Company at the Customer's primise, the purpose of which is to meet the Customer's requested scope of Service. In order to meet the Service mod identified by the Customer, the Company will conduct an evaluation of Customer requirements and of potential solutions, including the potential need of a detailed professional engineering design through a feasibility study. The Company and the Customer may thereafter execute a Residential or Non-Residential Optional Supplemental Power Services Agramment ("Agramment") which must suclude a description of the organization to be installed, the Service to be performed, and the mentify charge for the Service. Upon receipt of the proposal Agramment from Company, the Customer shall have no more than minety (90) days to execute the Agramment. After 96 days, the proposal Agramment shall be consistent expired, unless executed in writing by the Company.

Service would be at the Customer's request and is not considered by the Company to be usual and customery for the type of installation to be surveed.

### LIMITATION OF SERVICE:

Installation of Service equipment shall be made only when, in the judgment of the Company, the location and the type of the Service equipment are, and will centime to be economical, accessible and viable. The Company will own, operate and maintain the Service equipment for the term of the Agreement.

The Company may, at its option, provide and maintain equipment required by the Customer beyond the point of delivery for standard electric service. In the event that Company agrees to a Customer's request to control generating equipment on the Company's side of the billing meter, emergy provided by such equipment will be hilled under the Customer's observice applicable general service rate schedule.

#### MONTHLY SERVICE PAYMENT.

The Company will design, procure, install, own, operate and provide maintenance to all ogapment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the incentily billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Psymont = Capital Cost + Expenses

#### White

Capital Cost shall be levelized over the term of Service based upon the estimated installed cost of equipment times a carrying cost. The carrying cost is the cost of capital, reflecting corner capital structure and most recent FPSC-approved return on common equity.

Any replacement cost(s) expected to be incurred claring the term of Service will also be included. Any equipment installed by the Company that is not necessary to support Service to the customer shall not be included in the Monthly Service Payment.

Except for flad expenses, projected expenses will be recovered on a leveliced basis over the term of Service and may usefude, but not be limited to: rem-flad operations and assistenance expenses associated with the installed equipment, attained table and general expenses, depositation expense, income tones, and property taxes that will be recorded as costs are installed.

(Continue on Sheet No. 8.846)

Issued by: Tiffuny Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.846

(Commed from Sheet No. 8 845)

First expenses, if applicable, will be recalculated annually for the following 12-month period based on forecasted operating parameters and expected field costs, and will be in addition to the Monthly Service Payment. First expense will be based upon an estimate of the cost of field consumed for back-upon and testing and also includes, but is not limited to, delivery costs, are interesting and also includes, but is not limited to, delivery costs, are interesting and taken applicable to Company's acquisition, struggs and delivery of the first. Actual find expenditures will be reconsided to projected find revenues annually and any differential will be incorporated into the following twelve (12) month find change component.

## REVISIONS TO MONTHLY SERVICE PAYMENT.

In addition to around revisions to find expense, when applicable, during the term of the Service, the Monthly Service Payment(s) may be adjusted, by agreement of both the Customer and the Company, to reflect the Customer's request for modifications to the Service and equapment specified in the Optional Supplemental Power Services Agreement. Modifications include, but are not limited to, equipment modifications necessitated by changes in the character of Service required by the Customer, requests by the Customer for supplemental equipment or services, or changes or increases in the Customer's facilities which will materially affect the operation of the Company's equipment.

#### TERM OF SERVICE:

The term of Service will be specific to each Optional Supplemental Power Services Agreement.

#### BUILES AND REGULATIONS:

Service under this Rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Roles and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rider and said "General Roles and Regulations for Electric Service" the provision of this Rider shall apply.

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: September 3,2019

Fifth Revised Sheet No. 8,900 Cancels Fourth Revised Sheet No. 8,900

#### Existing Facility Economic Development Rider - EFEDR.

## AVAILABLE

In all aross surved.

This Rider is available for the establishment of New Loud in Commercial or Industrial space that has been vacant for more than six months. Service under the Rider is limited to Customers with a measured demand of at least 350 kW and who create at least 25 new full-time sets per 350 kW.

Initial application for this Rider is not available to existing lead. However, if a change in connecting occurs after the Customer comments for service under this Rider, the successor Customer may be allowed to faiffill the balance of the contrast under Rider EFEEX and continue the schedule of credits outlined below. This Rider is not available for renewal of service following interruptions such as equipment failure, temporary plant shatfown, or strike. This Rider is also not available for lead shifted from one establishment or defivery point on the Florida Power and Light system to another on the Florida Power and Light system to

The load and employment requirements under the Rider treat be achieved at the same delivery point. The Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, documentation verifying that the availability of this rider is a significant factor in the Customer's location decision, and verification that the Customer has no affiliation with the previous occupant.

#### LIMITATION OF SERVICE:

The Company reserves the sight to limit applications for this Rider when the Company's Economic Development expenses from this Rider, the Economic Development Rider (EDR), and other securces exceed the maximum amount allowed by FPSC rule 25-6-0426 F.A.C. Service under this rider may not be combined with non-firm rate schedules, other business incentive riders or combined with non-firm rate schedules, other business incentive riders or combined with non-firm rate schedules, other business incentive riders or combined with

New nervice requiring installation of additional facilities may require monthly or annual guarantees, each contributions in aid of construction, and/or advances for construction.

#### DEFINITION.

New Load: New Load is that which is established after January 1, 2022 in Commercial or Industrial space that has been vacuum for more than six months prior to application for sorvice under this Rider. Verification of vacancy will be established by evidence of no or minimal electric load during the time period in question.

#### DESCRIPTION:

A crofit based on the percentages below will be applied to the base demand charges and base energy charges of the Castomar's otherwise applicable rate schedule associated with the Customar's New Load:

\*A siff disrgts not described above shall be based on the Customer's otherwise applicable rate. The otherwise applicable rates true; as any of following: GSD-1, GSD-1, GSLD-1, GSLD-1, GSLD-1, GSLD-2, GSLD-2, GSLD-3, GSLD-3, GSLD-1, GSLD-1

## TERM OF SERVICE:

The Customer agrees to a five-year contract turn. Service under this Rider will turninate at the and of the fifth year.

#### BUILES AND RECEILATIONS:

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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.901

## SMALL BUSINESS INCENTIVE RIDER - RIDER SBIR

(Closed Schedule)

## AVAILABILE

This Rate Rider is available to those customers with an existing contract in place prior to January 1, 2022.

#### APPLICABILITY:

All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or net incremental load above that which existed prior to approval for service under this rider.

If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of

#### INCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 20% reduction in base demand and base energy charges
- Year 2 15% reduction in base demand and base energy changes
- Year 3 10% reduction in base demand and base energy charges
- Year 4 5% reduction in base demand and base energy charges
- Year 5 0% reduction in base demand and base energy charges

#### Qualifying Loads.

- (1) Qualifying load must be at least 200 kW, as determined by the Company.
- (2) The Customer must provide an affidavit verifying the hiring of 10 full-time employees.
- (5) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service.

## TERM OF SERVICE

Service under this Rate Rider requires a service agreement for Electric Service that includes a minimum five- year term. Service under this Rider will terminate at the end of the service agreement term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider SBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

#### RULES AND REGULATIONS:

Service tasker 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8,902

#### MEDIUM BUSINESS INCENTIVE RIDER - RIDER MBIR (Closel Schelde)

#### AVAILABILE

This Rute Rider is available to those customers with an existing contract in place prior to January 1, 2022.

The qualifying lead and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

#### APPLICABILITY

All terms and conditions of the rate under which the Costomer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or the net incremental load above that which existed prior to approval for service under this rider.

If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the service agreement under this Rider.

#### INCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 40% reduction in base demand and base energy charges
- Year 2 30% reduction in base demand and base energy charges
- Year 3 20% reduction in base demand and base energy charges
- Year 4 10% reduction in base demand and base energy charges
- Year 5 0% reduction in base demand and base energy charges

## Qualifying Loads:

- (1) Qualifying load must be st least 350 kW, as determined by the Company.
- (2) The Customer must provide an affidavit verifying the hiring of 25 full-time employees.
- (3) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service.

## TERM OF SERVICE:

Service under this Rate Rider requires a service agreement for Electric Service that includes a manatum five-year term. Service under this Rider will terminate at the end of the service agreement term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider MBER does not apply so long as the Customer commits to take service under the newly selected rate for the unexpared duration of the term of the original service agreement for Electric Service. The Company may terminate service under this Rider at any time of the Customer fails to comply with the terms and conditions of this Rider Pashine to: (1) maintain that level of employment specified in this Rider analyse (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

#### 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 shallapply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8,903

#### LARGE BUSINESS INCENTIVE RIDER -- RIDER LBIR (Closed Schedule)

## AVAILABILE

This Rate Rader is available to those customers with an existing contract in place prior to January 1, 2022.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

#### AFFLICABILITY

All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or the net incremental load above that which existed prior to approval for service under this rider.

If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the service agreement under this Rider.

#### ENCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule.

- Year 1 60% reduction in base demand and base energy charges
- Year 2 45% reduction in base demand and base energy charges
- Year 3 30% reduction in base demand and base energy charges
- Year 4 15% reduction in base demand and base energy charges
- Year 5 0% reduction is base demand and base energy charges

### Qualifying Loads:

- (1) Qualifying load must be at least 1,000 kW, as determined by the Company.
- (2) The Customer must provide an affidavit verifying the hiring of 50 full-time employees.
- (3) The Customer must demonstrate new capital investment of at least \$1,000,000.
- (4) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service.

## TERM OF SERVICE:

Service under this Rate Rider requires a service agreement for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the service agreement term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider LTIIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

#### RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Roles 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.904

#### EXTRA-LARGE BUSINESS INCENTIVE RIDER - RIDER XLBER (Closed Schedule)

#### AVAILABILE

This Rate Rider is available to those customers with an existing contract in place prior to January 1, 2022.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

#### APPLICABILITY:

All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or net incremental load above that which existed prior to approval for service under this older.

If a change in ownership occurs during the Term of Service under this Rider, the successor. Customer may be allowed to fulfill the balance of the Service agreement under this Rider.

#### INCENTIVES:

Subject to compliance with the terms and conditions hereof, the following coulds will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 60% reduction in base demand and base energy charges
- Year 2 53% reduction in base demand and base energy charges.
- Your 3 47% reduction in base demand and base energy charges
- Year 4 40% reduction in base demand and base energy charges
- Year 5 33% reduction in base demand and base energy charges
- Year 6 27% reduction in have demand and base energy charges
- Year 7 20% reduction in bose demand and bose energy charges
- Year 8 13% reduction in base demand and base energy charges
- Year 9 7% reduction in base demand and base energy charges
- Year 10 0% reduction in base demand and base energy charges.

### Qualifying Loads:

- (1) Qualifying load must be at least 5 MW, as determined by the Company.
- (2) The Customer must provide an affidavit verifying the hinng of 50 full-time employees.
- (3) The Customer must demonstrate new capital investment of at least \$1,000,000
- (4) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service.

## TERM OF SERVICE:

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum ten- year term. Service under this Rider will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider XLBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpreed duration of the term of the original service agreement for Electric Service. The Company may terminels service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

## RULES AND REGULATIONS:

Service under this achedule is subject to orders of governmental bodies having junisdiction 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.910 Cancels Original Sheet No. 8.910

## Commercial/Industrial Service Rider

## RATE SCHEDULE: CISR-1

## AVAILABLE:

hi all areas 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 leads of I MW or greater Customers destring to take service under this inder must make a written request. Such regions shall be subject to the Company's approval, with the Company under no obligation to grant service under this rider. Resule 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 1,000 MW of connected load, or (2) The Congury has executed seventy-five C55 CSAs with eligible customers under this rider. These limitations on subscription can be emoved or revised by the Florida Public Service Commission ("Commission") at any time upon good cases having been shown by the Congoury.

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 commun.

## 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 resistance and the Company have determined, but his the application of this title, would not be served by the Company and which otherwise qualifies for each service under the terms and conditions set forth herein ("Applicable Load"). Two sategories of Applicable Load shall be recognized: Retained Load (recisting lead at an existing location) and New Load (all other Applicable Load).

Applicable Load must exceed a minimum level of domand determined from the following previsions:

New and Retuned 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:

- 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 returned load, such load would not be served by the Company;
- 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
- 5. In the case of an existing casterner, an agreement to provide the Company with a teemt energy auth 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.

(Commund on Sheet 8.920)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.920 Cancels Original Sheet No. 8.920

(Continued from Sheet K910)

## 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 Base Charges:

\$250 / month.

Base Demand / Energy Charges:

The repetiable charges tasker this eider 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 incars in serving the casterner plus a contribution to the Company's fixed costs as determined by the Company.

#### BUILDS AND REGULATIONS:

This optional rider is officed in conjunction with the rates, terms and conditions of the heriff under which the customer takes service and affects the total bill only to the extent that regolated rates, terms and conditions deffer 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 incution(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 data shown on the CSA. The CSA shall be considered a creditential document. The pricing levels and procedures described within the CSA, as well as any information supplied by the customer through an energy sould or as a result of negotiations or information requests by the Company and any information developed by the Company in correction therewise shall be treated by the Company as confidential, proprietary information. If the Commission or its staff sooks to review any such information that the parties wish to protect from public disclosure, the information shall be provided with a require 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.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fifth Revised Sheet No. 8.930 Cancels Fourth Revised Sheet No. 8.930

## VOLUNTARY SOLAR PARTNERSHIP RIDER (OPTIONAL PILOT PROGRAM)

## RATE SCHEDULE: VSP

## AVAILABLE

In all areas served prior to January 1, 2022 to customers receiving service under any FPL metered rate schedule. This voluntary solar partnership pilot program ("VSP Program", "the Pilot") provides customers an opportunity to participate is a program designed to construct and operate commercial-scale, distributed solar photorelistic facilities located in communities throughout FPL's service area. Service under this rider shall terminate December 31, 2025.

#### APPLICATION

Available upon request to all customers in conjunction with the otherwise applicable metered rate schedule.

## LIMITATION OF SERVICE

Any contoner under a metered rate schedule who has no delinquent balances is eligible to elect the VSP Program. A customer may terminate participation in the VSP Program at any time and may be terminated from the Pilot by the Company if the customer becomes sobject to collection action on the customer's service account.

#### CHARGES

Each voluntary participant shall agree to make a monthly contribution of \$9.00, in addition to charges applied under the otherwise applicable metered rate schedule. Customer billing will start on the next scheduled billing date upon notification of service request. The VSF Program contribution will not be provided if the billing period is for less than a full month.

Upon participant's notice of termination, no VSP Program contribution will be assessed in the billing period in which participation is terminated.

#### TERM OF SERVICE:

Not less than one (1) billing period:

#### SPECIAL PROVISIONS

Upon customer request, program participation may continue at a new service address if the customer moves within FPL's service area.

## RULES AND REGULATIONS:

Service under this rider is subject to orders of governmental hodies 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 provisions of this substitute and said "General Rules and Regulations for Electric Service" the provisions of this rider shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.932 Cancels Original Sheet No. 8.932

#### SOLARTOGETHER RIDER (OPTIONAL PROCEAN)

#### RATE SCHEDULE: STR.

#### AVAILABLE:

The FPL SolarTogether<sup>th</sup> Ridar ("FPL SolarTogether" or "the Program") is available in all areas served by FPL prior to January 1, 2022, subject to subscription availability. Upon completion of the necessary billing and cumfinent system modifications the tariff will become available to all customers served by FPL after January 1, 2022. This optional program allows FPL continuous to subscribe to a portion of universal solar capacity built for the benufit of the Program and receive a credit for the setual solar production associated with their subscription.

#### APPLICATION:

In conjunction with the otherwise applicable meterni rate schedule. All rates and charges under the customers' otherwise applicable meterod rate schedule shall apply.

#### MONTHLY SUBSCRIPTION:

The Monthly Subscription shall be equal to the sum of the Monthly Subscription Charge + Monthly Subscription Craft as follows.

	Monthly	Subscription:	
Parti	cipant	Low Incom	c Participant
Subscription Charge S/kW-Month	Sotsenption Credit prkWh	Scheription Charge SAW-Month	Subscription Cedit S/kW-Mooth
See Sheet No. 8,934	See Sheet No. 8 934	See Sheet No. 8.934	See Sheet No. 8,934

## LIMITATION OF SERVICE:

Any assistance taking service under a meterof rate schedule who has no infrappent balances with FPL is eligible to participate. Eligible sustainers may obser a subscription level in 1 kW units representing up to 100% of their previous 12 month total kWh usage. Customers at or below 200% of the fideral poverty level are eligible for participation at the low-income pricing provided by this tariff. Increases in number of units purchased will be limited to once per year and subject to program availability.

## BILLING

Participants are subject to the maximum bill on their otherwise applicable rate schedule. The FPL SolarTogether Monthly Subscription. Charge and offsetting Monthly Subscription Credit will appear as separate line thems on a participant's bill during every month of empliment and are subject to all applicable toxes and fee.

Mostlely Subscription Could amounts may not result in a total bill less than zero (50). Any excess crock amounts will be applied in subsequent morths to create participant total bill amounts must the requirement.

#### TERMS OF SERVICE:

Not less than one (1) billing cycle. Participants may, at any time following their first billing cycle, terminate their participation ("Voluntary Termination") or neduce the number of subscribed units purchased. Participants may be terminated from the program by FPL if the customer becomes delargated on the customer's electric service account or for fadium to satisfy eligibility assurements ("Involuntary Termination"). Upon either Voluntary or Involuntary Termination, the account is probability from re- engling for a market (12) month period.

(Continued on Short No. 8 933)

Issued by: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.933 Cancels Original Sheet No. 8.933

(Continued from Sheet No. 8.932)

#### SPECIAL PROVISIONS

If the customer moves within FPL's service area, program participation may continue at a new service address with no impact the ensterner's program encollerent date subject to the limitations and terms outlined above. Notification to transfer participation must be made by the customer to the Company and the Company will have 45 days to complete the transfer.

FPL will automatically return the renewable energy contilicate (RECs) associated with the generation produced by the SolarTogether solar energy centure. The accumulation of RECs associated with each participant's automatic subscription will begin with the first subscription billing period. FPL will provide participants with REC retirement summary reports upon request.

#### RULES AND REGULATIONS

Service under this rider is subject to orders of povernmental bodies having jurisdiction and to the currently affective "General Rules and Repulations for Electric Service" on file with the Fluidic Public Service Commission. In case of conflict between any provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this rider shall apply. The participant subscription is neither a sourcity nor an ownership interest in the solar asset and therefore no owned interest is to be surrandered, with, or traded.

(Continued on Short No. 8 934)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.934 Cancels Original Sheet No. 8.934

(Continued from Sheet No. 8.933)

# MONTHLY SUBSCRIPTION FPL SOLARTOGETHER PARTICIPANT RATES

	Phase I			
Participant Program Year	Participant		Low Income Participant	
	Subscription Charge S&W-Month	Subscription Credit &kWh	Subscription Charge S/kW-Month	Subscription Credit \$'kW-Month
1	\$6.76	(3,40468)	\$5.57	(\$6.27)
2	\$6.76	(3.46256)	\$5.57	(\$6.27)
3	\$6.76	(3.52142)	\$5.57	(\$6.27)
4	\$6.76	(3.58129)	\$5.57	(\$6.27)
5	\$6.76	(3.64217)	\$5.57	(56.27)
6	\$6.76	(3.70409)	\$5.57	(\$6.27)
7	\$6.76	(3.76706)	\$5.57	(\$6.27)
- 8	\$6.76	(3.83110)	\$5.57	(\$6.27)
9	\$6.76	(3.89622)	\$5.57	(\$6,27)
10	\$6.76	(3.96246)	\$5.57	(\$6.27)
11	\$6,76	(4.02982)	\$5.57	(\$6.27)
12	\$6.76	(4.09833)	\$5.57	(\$6.27)
13	\$6.76	(4.16800)	\$5.57	(\$6,27)
14	\$6,76	(4.23886)	\$5.57	(\$6.27)
15	\$6.76	(4.31092)	\$5.57	(\$6,27)
16	\$6.76	(4.38420)	\$5.57	(\$6.27)
17	\$6.76	(4.45873)	\$5.57	(\$6.27)
18	\$6,76	(4.53453)	\$5.57	(\$6,27)
19	\$6.76	(4.61162)	\$5.57	(\$6.27)
20	\$6.76	(4.69002)	\$5.57	(\$6,27)
21	\$6.76	(4,76975)	\$5.57	(\$6.27)
22	\$6.76	(4.85083)	\$5.57	(\$6.27)
23	\$6.76	(4.93330)	\$5.57	(\$6.27)
24	\$6.76	(5.01716)	\$5.57	(\$6.27)
25	\$6.76	(5.10245)	\$5.57	(\$6.27)
26	\$6.76	(5.18920)	\$5.57	(\$6.27)
27	\$6.76	(5.27741)	\$5.57	(\$6.27)
28	\$6.76	(5.36713):	\$5,57	(86.27)
29	\$6.76	(5.45837)	\$5.57	(\$6.27)
30	\$6.76	(5.55116)	\$5.57	(\$6.27)

Issued by: Tilliany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.936 Cancels Original Sheet No. 8.936

# UTILITY-OWNED PUBLIC CHARGING FOR ELECTRIC VEHICLES (EVs) (PILOT PROGRAM)

## RATE SCHEDULE: UEV

## AVAILABLE

Available to customers charging electric vehicles at FPL ("the Company") owned public EV fast charging stations ("the stations") with output power of 50kW or greater.

#### APPLICATION:

The stations may be accessed by any person ("user") who resides either within or outside the Company's service area. EV charging service will be available at the Company-owned stations installed at Company or Host locations. The stations will be accessible to the public for charging. Service under this turiff shall terminate five years from January 1, 2021, unless extended by order of the Florida Public Service Commission ("FPSC"), or terminated earlier by the Company upon notice to the FPSC.

## LIMITATION OF SERVICE

The user must register an account with the Company's mobile application or network provider, including payment information, prior to charging the EV.

## BILLING AND PAYMENT TERMS:

The current rate is not at \$0.30kWh. Charging network fees as determined by the charging station network provider may apply at certain stations. Vehicle idling fees at a rate up to of \$0.40 per minute following a ten-minute grace period may apply at certain stations located in close proximity to highway corridors or other highly trafficked areas. The rates applicable to the specific station including the rate per kWh, taxes and charging network provider and adle fees will be visible to the users via the app and/or display. Users will be notified when the charging session is complete via the display located at the charging dispenser and through the Company's mobile application and will have the ability to obtain a detailed receipt of the charge session.

## RULES AND REGULATIONS

Service under this rider 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 provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this rider shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.939

## SOLAR POWER FACILITIES PROT RIDER (OPTIONAL)

## RATE SCHEDULE: SPF-L

## AVAILABLE:

In all arms served. This optional ruler ("Rober") is available on a voluntary basis to Non-Residential Costomers who desire the installation and maintainess of solar structures ("Equipment"), such as solar trees and solar categories, and related applyment, such as lighting and batteries ("Equipment"). This Rider shall expire four years from the effective date of this program, unless extended by approval of the FPSC. Service under this Rider shall be provided under the terms specified in the Solar Power Facilities Service Agreement ("Agreement") that is in effect at such time as the Rider expires. No new Agreements may be excented following the expiration of this Rider.

#### APPLICATION:

Service is provided through the design, permitting, procurement, installation and maintenance of Equipment by the Company at the Customer's promise, the purpose of which is to meet the Customer's requested scope of Service, as more specifically described in a Statement of Work that will be completed pursuant to the Agreement. In order to meet the Service need electrically the Customer, the Company will constact an availation of Customer requirements and of potential solutions. The Company and the Customer shall themselfer execute an Agreement which shall include a description of the appirent to be assalled, detailed design, the Service to be provided, and the monthly charge for the Service. Upon receipt of the proposed Agreement from Company, the Customer shall have no more than monty (90) days to execute the Agraement. After 90 days, the proposed Agreement shall be considered expand, unless extended in writing by the Company. All rates and charges under the Customer's otherwise applicable metand rate schadule shall apply.

#### LIMITATION OF SERVICE:

Installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment see, and will continue to be, accessible and viable. The Company will own, operate, and maintain the Equipment for the tens of the Agreement.

## MONTHLY SERVICE PAYMENT.

The Company will design, process, install, own, operate and provide maintenance to all Equipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rater is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Perment - Capital Costs + Expenses

#### Where

Capital Costs includes the as-installed cost of the Equipment. Capital costs shall be invited over the turn of Service based upon the installed cost of Equipment times a carrying cost. The carrying cost is the not of capital, reflecting the Company's cannot capital structure and most recent FPSC-approved return on common equity.

Capital Costs also includes any replacement cost(s) expected to be incurred thating the term of Service. Any equipment installed by the Company that is not necessary to support Service to the customer shall not be included in the Monthly Service Payment. Unexpected, replacement cost(s) shall be addressed as set forth in the Agreement.

Expenses will be recovered on a levelized basis over the term of Service and may, depending on the type of Equipment installed, include: operations and maintenance expenses, mentering expenses associated with the installed Equipment, admirables and general expenses depreciation expense, income texts, property taxes, and any expenses that are particular to a specific type of Equipment.

(Continue on Sheet No. 8.940)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 8.940

(Continued from Short No. 8.939)

#### NET METERING OF EXCESS GENERATION

For Customers that have executed an Interconnection Agreement with the Company, the following billing parameters will apply

The Contourer will be charged for electricity used in excess of the generation supplied by the Equipment, as applicable, in accordance with the Company's scenal falling practices. If any excess generation from the Equipment is delivered to the Company's electric grid during the course of a billing cycle, it will be credited to the customer's energy consumption for the next month's billing cycle.

All excess energy credits will be accumulated and be used to offset the customer's energy usage in subsequent months for a period of not more than twolve months. In the last billing cycle months of each calender year, any usused credits for excess kWh generated will be credited to the next month's billing cycle using the average annual rate based on the Company's COG-L, As-Available Energy Tarriff. In the event a customer closes the account, any of the customer's insued credits for excess kWh generated will be paid to the customer at an average annual rate based on the Company's COG-L, As-Available Energy Tarriff.

#### REVISIONS TO MONTHLY SERVICE PAYMENT:

When applicable, during the term of the Service, the Monthly Service Payment(s) may be adjusted, by agreement of both the Contoner and the Company, to reflect the Customer's request for modifications to the Service and Equipment specified in the Agreement Modifications include, but are not limited to. Equipment modifications necessitated by charges in the character of Service required by the Customer for supplemental equipment or services, or charges or increases in the Customer's facilities which will materially affect the operation of the Company's equipment.

#### TERM OF SERVICE:

The term of Service will be set forth in the Agreement. At the end of the term of Service, the Customer may choose to (a) renew the Agreement, (ii) parchase the Equipment, or (iii) request that the Company remove the equipment, as more fielly set forth in the Agreement.

#### RULES AND REGELATIONS:

Service under this Rider 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 Cornesission, In case of conflict between any provision of this Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply

Issurd by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.942

# COMMERCIAL ELECTRIC VEHICLE CHARGING SERVICES RIDER PILOT (OPTIONAL)

#### RATE SCHEDULE, CEVCS-1.

#### AVAILABLE

In all areas served. This optional rider ("Rider") is available on a voluntary basis to Contourns who desire commercial electric volucie charging service ("Service") for float volucies through the installation of Company connect, operated, and maintained electric volucie charging equipment ("Equipment"). This Rider shall expect four years from the effective date of this program, unforeextended by approval of the FPSC. Service under this Rider shall continue to be provided under the terms specified in the Commercial Electric Vehicle Charging Services Agreement ("Agreement") that is in effect at such time as the Rider expires. No new Agreements may be excented following the expansion of this Rider.

#### APPLICATION:

Service is provided through the installation of Equipment by the Company at the Castomer's premise in accordance with the Scope of Services set forth in the Agreement. In order to recet the Service need identified by the Castomer, the Company will conduct an evaluation of Castomer requirements and of potential solutions. The Company and the Castomer thereafter shall execute an Agreement which shall include the Service to be performed, a description of the Equipment to be installed, and the morthly charge for the Service, calculated in accordance with the provisions of this Rider. All rates and charges under the Castomer's otherwise applicable metered rate schedule shall again.

#### LIMITATION OF SERVICE.

Installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and can continue to be, accessible and viable. Service shall be limited to Customers that already are receiving General Service under their otherwise applicable rate schedule. The Company will own, operate and maintain the Equipment for the term of the Agreement. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delinered by the Equipment.

#### MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate and provide maintenance to all equipment included in the determination of the Monthly Service Payment under this Ricker is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Payment - Monthly Equipment Cost + Monthly Expenses

#### Where:

Monthly Equipment Cost includes the as-installul cost of the Equipment. The Monthly Equipment Cost will be levelized over the term of Service based upon the installed cost of Equipment times a carrying cost. The carrying cost is the cost of capital, reflecting the Company's current capital structure and most recent FPSC-approved return on construor capital.

Monthly Equipment Cost also includes any replacement cost(s) expected to be incurred during the term of Service. Any Equipment installed by the Company that is not necessary to support Service to the eastoner shall not be included in the Monthly Service Payment. Unsupported replacement cost(s) shall be addressed as set forth in the Agreement.

Monthly Expenses will be recovered on a levelored basis over the term of Service and may, depending on the type of Equipment installed include, operations and maintenance expenses, mentioning expenses associated with the autidiod Equipment, administrative and general expenses, depreciation expense, associated with the autidiod Equipment, administrative and general expenses, depreciation expense, associated to be expenses, and any expenses that are particular to a specific type of Fournesseer.

(Continue on Short No. 8.8-6)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

(Continued from Sheet No. 8.845)
TERM OF SERVICE
The term of Service will be set forth in the Agreement. At the end of the term of Service, ownership of the Equipment shall transfer to the Customer.
PROXISIONS POR EARLY TERMINATION.
Costomer has the right to terminate the Agreement for its convenience open written notice to the Company at least sixty (60) days prior notice. Termination focs will be assessed in accordance with the Agreement.
RULES AND REGULATIONS.
Service under this Rader is subject to orders of governmental bother laying parisdectors and to the currently effective "General Rades and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rider and said "General Roles and Regulations for Electric Service" the provision of this Rider shall apply

Original Sheet No. 8.943

Essued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Forty-Fourth Revised Sheet No. 9.010 Cancels Forty-Third Revised Sheet No. 9.010

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Issued by: Tilliany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

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Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Fourteenth Revised Sheet No. 9.030 Cancels Thirteenth Revised Sheet No. 9.030

## STANDARD OFFER CONTRACT FOR THE PURCHASE OF CAPACITY AND ENERGY FROM A RENEWABLE ENERGY FACILITY OR A QUALIFYING FACILITY WITH A DESIGN CAPACITY OF 100 KW OR LESS (2031 AVOIDED UNIT)

THIS STANDARD OFFER CONTRACT (the "Contract") is made and entered	this	day of
	rein after "Qu	salified Seller"
or "QS") a corporation limited liability company organized and existing under	the laws of th	ie State of
and owner of a Renewable Energy Facility as defined in section :	25-17.210 (1)	) F.A.C. or a
Qualifying Facility with a design capacity of 100 KW or less as defined in section 25-1	7.250, and FI	lorida Power &
Light Company (hereinafter "FPL") a corporation organized and existing under the	aws of the S	tate of Florida.
The QS and FPL shall be jointly identified herein as the "Parties". This Contract	contains fiv	re Appendices;
Appendix A, QS-2 Standard Rate for Purchase of Capacity and Energy, Append	ex B, Pay for	or Performance
Provisions; Appendix C, Termination Fee; Appendix D, Detailed Project Information	a and Appen-	dix E, contract
options to be selected by OS.		

## WITNESSETH:

WHEREAS, the QS desires to sell and deliver, and FPI, desires to purchase and receive, firm capacity and energy to be generated by the QS consistent with the terms of this Contract, Section 366.91, Florida Statutes, and/or Florida Public Service Commission ("FPSC") Rules 25-17.082 through 25-17.091, F.A.C. and FPSC Rules 25-17.200 through 25.17.310.F.A.C.

WHEREAS, the QS has signed an interconnection agreement with FPL (the "Interconnection Agreement"), or it has entered into valid and enforceable interconnection/transmission service agreement(s) with the utility (or those utilities) whose transmission facilities are necessary for delivering the firm capacity and energy to FPL (the "Wheeling Agreement(s)");

WHEREAS, the FPSC has approved the form of this Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Facility or a Qualifying Facility with a design capacity of 100 KW or less; and

WHEREAS, the Facility is capable of delivering firm capacity and energy to FPL for the term of this Contract in a manner consistent with the provisions of this Contract; and

WHEREAS. Section 366.91(3). Florida Statutes, provides that the "prudent and reasonable costs associated with a QS energy contract shall be recovered from the ratepayers of the contracting utility, without differentiating among customer classes, through the appropriate cost-recovery clause mechanism\* administered by the FPSC.

NOW, THEREFORE, for mutual consideration the Parties agree as follows:

(Continued on Sheet No. 9.031)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: July 8, 2021

Second Revised Sheet No. 9.031 Cancels First Revised Sheet No. 9.031

	(Continued from Sheet No. 9.030)	
1. QS	Facility	
The	e QS contemplates, installing operating and maintaining a	
M.		generating facility locate facility"). The Facility is design
produce a m	section and generation capabilities are as described in the table below.	
	TECHNOLOGY AND GENERATOR CAPABILITIES	s
	pecific legal description (e.g., meter and bounds or other legal with street address required)	City: County:
Generator 7	Type (Induction or Synchronous)	
as defined in energy, oce	sility (Hydrogen produced from sources other than fossil fuels, biomass in Section 25-17.210 (2) F.A.C., solar energy, geothermal energy, wind an energy, hydroelectric power, waste heat from suffuric acid ing operations: or <100KW cogenerator)	
Technology	The control of the co	
Fuel Type a	and Source	
Generator I	Rating (KVA)	
Maximum C	Capability (KW)	1
Minimum L	oad	
Peaking Cap	pubility	
Net Output	(KW)	
Power Fact	or(%)	
Operating V	oltage (kV)	
Peak Intern	al Lead KW	le .
applicable to	ng sections (a) through (e) are applicable to Renewable Energy Facilities (*) Qualifying Facilities with a design capacity of 100 KW or less:  If the QS is a REF, the QS represents and warrants that (i) the sole source to produce energy for sale to FPL during the term of thes Contract sha provided for pursuant to Sections 366.91(2) (a) and (b), Florida Statute F.A.C.; (ii) Fossel facels shall be limited to the minimum quantities in operating stability at minimum load, and (iii) the REF is capable of gene Section 5 of this Agreement without the use of fossil facts.	e(s) of fuel or power used by t ill be such sources as are defi- s, and FPSC Rules 25-17 2100 ecessary for start-up, what-do
(b)	The Parties agree and acknowledge that if the QS is a REF, the QS we obligation to pay for, any electrical energy produced by the Facility frapecifically provided for in paragraph 1(a) above.	ll not charge for, and FPL sh um a source of fael or powe
	(Continued on Sheet No. 9 (032)	

Issued by: S. F. Romig, Director, Rates and Tariffs Effective: July 13, 2017

Sixteenth Revised Sheet No. 9.032 Cancels Fifteenth Revised Sheet No. 9.032

(Continued from Sheet No. 9.031)

- (c) If the QS is a REF, the QS shall, on an annual basis and within therty (30) they after the arministrary date of this Contract and on an annual basis thereafter for the term of this Contract, deliver to FPL a report certified by an officer of the QS (i) stating the type and amount of each source of field or power used by the QS to produce energy during the twelve-month period prior to the antiversary date (the "Contract Year"), and (ii) untifying that one hundred percent (100%) of all energy sold by the QS to FPL during the Contract Year complies with Sections 1(a) and (b) of this Contract.
- (d) If the QS is a REF, the QS represents and warrants that the Facility mosts the renewable energy requirements of Section 366.91(2)(a) and (b), Florida Statistics, and FPSC Rules 25-17.210(1) and (2)-, F.A.C., and that the QS shall continue to most such requirements throughout the term of this Contract. FPL shall have the right at all times to inspect the Facility and to counting any broks, records, or other documents of the QS that FPL deems reconsury to verify that the Facility mosts such requirements.
- (c) The Facility (i) has been certified or has self-certified as a "qualifying facility" pursuant to the Regulations of the Federal Energy Regulatory Commission ("FERC"), or (ii) has been certified by the FPSC as a "qualifying facility" pursuant to Rule 25-17-080(1). A QS that is a qualifying facility with a design expectly of less than 100 KW shall maintain the "qualifying status" of the Facility throughout the term of this Contract FPL shall have the right at all times to inspect the Facility and to examine any books and records or other documents of the Facility that FPL deems necessary to verify the Facility's qualifying status. On or before March 31 of each year during the term of this Contract, the QS shall provide to FPL a certificate signed by an officer of the QS certifying that the Facility has continuously maintained qualifying status.

#### 2. Term of Contract

Except as otherwise provided herein, this Contract shall become affective immediately upon its execution by the Parties (the "Effective Date") and shall have the termination date stated in Appendix E, unless terminated earlier in accordance with the provisions hereof. Notwithstanding the foregoing, if the Capacity Delivery Date (as defined in Section 5.5) of the Facility is not accomplished by the in-service date of the aveided unit, or such later date as may be permitted by FPL passant to Section 5 of this Contract, FPL will be permitted to terminate this Contract consistent with the terms beginning further obligations, duties or liability to the QS.

## 3. Minimum Specifications

Following are the minimum specifications pertaining to this Contract.

- 1. The avoided unit ("Avoided Unit") options on which this Contract is based are detailed in Appendix A.
- This offer shall expire on April 1, 2022.
- 3. The date by which firm capacity and energy deliveries from the QS to FPL shall commence is the in-service date of the Aveided Unit (or such later date as may be permitted by FPL pursuant to Section 5 of this contract) unless the QS chooses a capacity payment option that provides for early capacity payments pursuant to the terms of this Contract.
- The period of time-over which firm capacity and energy shall be delivered from the QS to FPL is as specified in Appendix E; provided, such period shall be no less than a minimum of ten (16) years after the in-service date of the Avoided Unit.
- The following are the maximum performance standards for the delivery of firm supacity and energy by the QS to qualify for full capacity payments under this Contract:

On Peak.\* All Hours

Availability: 94.0% 94.0%

(Continued on Sheet No. 9:032.1)

<sup>\*</sup> QS Performance and On Peak boars shall be as measured and/or described in FPL's Rate Schodule QS-2 attached hencto as Appendix A

First Revised Sheet No. 9.032.1 Cancels Original Sheet No. 9.032.1

#### FLORIDA POWER & LIGHT COMPANY

#### (Continued from Sheet No. 9.032)

- 3.2 QS, at no cost to FPL, shall be responsible to:
- 3.2.1 Design, construct, and maintain the Facility in accordance with this Contract, applicable law, regulatory, and governmental approvals, any requirements of warranty agreements or similar agreements, prudent industry practice, insurance policies, and the Interconnection Agreement or Wheeling Agreement.
- 3.2.2 Performall station, payall fees, obtain all necessary approvals and execute all necessary agreements (including the intercomposition Agreement or the Wheeling Agreement(s)) in order to schoolake and deliver the firm capacity and energy to FPL.
- 3.2.3. Obtain and maintain all permits, certifications, licenses, consents or approvals of any governmental or regulatory sufficiety necessary for the construction, operation, and maintenance of the Facility (the "Pennits"). QS shall keep FPL reasonably informed as to the status of its permitting efforts and shall promptly inform FPL of any Pennits it is trabile to obtain, that are delayed, limited, suspended, terminated, or otherwise constrained as way that confed limit, reduce, unterfere with, or proclude QS's ability to perform its obligations under this Contract (including a statement of whether and to what extent this constrained may limit or preclude QS's ability to perform under this Contract.)
- 3.2.4 Demonstrate to FPL's reasonable satisfaction that QS has established Site Control, an agreement for the ownership or lease of the Facility's site, for the Term of the Contract.
- 3.2.5 Complete all environmental impact studies and comply with applicable environmental laws necessary for the construction, operation, and maintenance of the Facility.
- 3.2.6 At FPL's request, provide to FPL electrical openifications and design drawings pertaining to the Pacility for FPL's review prior to finalizing design of the Facility and before beginning construction work based on such aspecifications and drawings, provided FPL's review of such specifications and design shall not be constrood as endorsing the specification, and design thereof, or as any express or implied warrantee including performance, safety, durability or reliability of the Facility. QS shall provide to FPL reasonable advance notice of any changes in the Facility and provide to FPL specifications and design than age.
- 3.2.7 Within diffuen (15) days after the close of each month from the first month following the Effective Date until the Capacity Delivery Date, provide to FPL, a monthly progress report (in a form reasonably satisfactory to FPL) and agree to regularly schoduled meetings between representatives of QS and FPL to review such monthly reports and discuss QS's construction progress. The Monthly Progress Report shall indicate whether QS is an target to meet the Capacity Delivery Date. If, for any reason, FPL has reason to believe that QS may fail to achieve the Capacity Delivery Date, thus, agost FPL to request, QS shall submit to FPL, within ten (19) business days of such request, a remedial action plan ("Businessial Action Plan") that sats forth a detailed description of QS's proposed course of action to promptly achieve the Capacity Delivery Date. Delivery of a Remedial Action Plan does not relieve QS of its obligation to meet the Capacity Delivery Date.
- 3.3 FPL shall have the right, but not the obligation, to:
- 3.3.1 Inspect during business hours upon reasonable notice, or obtain cepies of all Permits held by QS.
- 3.3.2 Consistent with Section 3.2.6. notify QS in writing of the results of the review within thirty (30) days of FPL's receipt of all specifications for the Facility, including a description of any flavor perceived by FPL in the design.
- 3.3.3 Inspect the Facility's construction site or on-site QS data and information perfaming to the Facility during business from super-reasonable notice.

(Continued on Short No. 9.033)

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

Effective: September 13, 2016

Tenth Revised Sheet No. 9.033 Cancels Ninth Sheet No. 9.033

(Continued from Sheet No. 9.032.1)

#### 4. Sale of Energy and Capacity by the QS

4.1 Consistent with the terms hencef, the QS shall sell and deliver to FPL and FPL shall purchase and recover from the QS at the Delivery Point (defined below) all of the energy and firm capacity generated by the Facility. FPL shall have the sole and exclusive right to purchase all energy and capacity produced by the Facility. The purchase and sale of energy and firm capacity pursuant to this Contract shall be a ( ) and timing arrangement of ( ) simultaneous purchase and sale of energy provided, however, that no such arrangement shall cause the QS to sell store energy and firm capacity than the Facility's net output. The billing methodology may be changed at the option of the QS subject to the provisions of FPL Rate Schodule QS-2. For purposes of this Contract, Delivery Point shall be defined as either (a) the point of interconnection between FPL's system, and the transmission systems of the field stillity transmitting energy and firm capacity flows the Facility and FPL's transmission system, as specifically described in the interconnection Agreement. (c) the point of interconnection between the Facility and FPL's transmission system, as specifically described in the Interconnection Agreement.

- 4.2 The QS shall not eely on interruptible standby service for the startup requirements (initial or otherwise) of the Facility.
- 4.3 The QS shall be responsible for all costs, charges and penalties associated with development and operation of the Facility.
- 4.4 The QS shall be responsible for all interconnection, electric losses, transmission and ancillary service arrangements and costs required to deliver, on a firm basis, the firm rapsoity and energy from the Facility to the Delivery Point.

#### 5. Committed Capacity/Capacity Delivery Date

- 5.2 Testing of the capacity of the Facility (each such test, a "Committed Capacity Test") shall be performed in accordance with the percodores set forth in Section 6. The Demonstration Period (defined lumin) fix the first Committed Capacity Test shall committee no earlier than six (6) southly pice to the Capacity Delivery Date and testing must be completed by 11.39 p.m. EST on the date prior to the Capacity Delivery Date. The first Committed Capacity Test shall be domaid successfully completed when the QS demonstrates to FPL's satisfaction that the Facility can make available capacity of at least one hundred powers (160%) of the Committed Capacity set forth in Section 5.1. Subject to Section 6.1, the QS may schadule and perform up to three (3) Committed Capacity Tests to satisfy the capacity requirements of the Contrast.
- 5.3 FPL shall have the right to require the QS, by notice no less than too (10) business days prior to such proposed test, to validate the Committed Capacity of the Facility by musts of subsequent Committed Capacity Tests as follows: (a) once per each Summer period and once per each Winter period at FPL's sole discretion;(b) at any time the QS is unable to comply with any material obligation under this Contract for a period of thirty (30) days or more in the aggregate as a consequence of an event of Force Majoran; and (c) at any time the QS is the consecutive ments to achieve an Arenal Capacity Billing Factor, as defined in Appendix B (the "ACBF"), equal to regreate than 70%. The results of any such test shall be provided to FPL within seven (5) days of the conclusion of such test. On and after the date of such requested Committed Capacity Test, and until the completion of a subsequent Committed Capacity Test, the Committed Capacity shall be deemed as the lower of the tested separaty or the Committed Capacity as at Sorth in Section 5.1.
- 5.4 Notwithstanding anything to the contrary herein, the Committed Capacity shall not exceed the amount set forth at Section 5.1 without the prior written consent of EPL, such consent not unmassessibly withhald.
- 5.5 The "Capacity Delivery Date" shall be defined as the first calendar day immediately after the date following the last to coop of (a) the Euclip's successful completion of the first Committed Capacity Test but no castler than the communication date for deliverse of firm capacity and energy (as such is specified in Appendix E) and (b) the satisfaction by QS of the following Delivery Date Conditions (defined below):

(Continued on Short No. 9.033.1)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 9.033.1

(Continue from Sheet No. 9 033)

- 5.5.1 A certificate addressed to FPL from a Licensed Professional Engineer (reasonably acceptable to FPL in all respects) stating: (a) the nameplate expanity rating of the Facility at the anticipated time of commercial operation, which must be at least 94% of the Expected Nameplate Capacity Risting, (b) that the Facility is able to generate electric energy reliably in amounts expected by this Agreement and in accordance with all other terms and conditions hereof; (c) that Start-Up Testing of the Facility has been completed; and (d) that, pursuant to Section 8.4, all system protection and control and Automatic Generation Control devices are installed and operational.
- 5.5.2 A certificate addressed to FPL from a Licensed Professional linguiseer (reasonably acceptable to FPL in all respects) stating, in conformance with the requirements of the Interconnection Agreement, that: (a) all required interconnection facilities have been completed, (b) all required interconnection tests have been completed, and (c) the Facility is physically interconnected with the System in conformance with the Interconnection Agreement and able to deliver energy consistent with the terms of this Agreement.
- 5.5.3 A certificate addressed from a Licensed Professional lingineer (reasonably acceptable to FPL mult respects) stating that QS has obtained or entered into all permits and agreements with respect to the Facility necessary for construction, ownership, operation, and maintenance of the Facility (the "Required Agreements"). QS must provide copies of any or all Required Agreements requested by FPL.
- 5.5.4 An opinion from a law farm or attorney, registered or licensed in the State of Florida (reasonably acceptable to FFL in all respects), stating, after all appropriate and reasonable inquiry, that: (a) QS has obtained or entered into all Required Agreements, (b) neither QS nor the Facility is in violation of or subject to any liability under any applicable law; and (c) QS has duly filed and had recorded all of the agreements, documents, instruments, mortgages, deeds of trust, and other writings described in Section 9.7.
- 5.5.5 FPL has received the Completion Performance Security ((a) through (e), the "Commercial Operation Conditions").

FPL shall have ten (10) Europess Days after receipt either to confirm to QS that all of the Delivery Date Conditions, have been satisfied or have occurred, or to state with specificity what FPL reasonably believes has not been satisfied.

The QS shall be entitled to receive capacity payments beginning on the Capacity Delivery Date, provided, the Capacity Delivery Date occurs on or before the in-service date of the Avoided Unit (or such later date permitted by FPI, pursuant to the following sentence). If the Capacity Delivery Date does not occur on or before the Guaranteed Capacity Delivery Date, FPI, shall be entitled to the Completion-Performance Security (as set forth in Section 9) in full, and in addition, has the right but not the obligation to allow the QS up to an additional five (5) months to achieve the Capacity Delivery Date. If the QS fails to achieve the Capacity Delivery Date either by (a) the Guaranteed Delivery Date or b) such later date as permitted by FPI., FPI, shall have no obligation to make any capacity payments under this Contract and FPI, will be permitted to terminate this Contract, consistent with the terms herein, without further obligations, duties or liabshiry to the QS.

(Continue on Sheet No. 9.034)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: June 5, 2018

Third Revised Sheet No. 9.034 Cancels Second Revised Sheet No. 9.034

(Continued from Sheet No. 9 (030)

### 6. Testing Procedures

- 6.1 The Committed Capacity Test must be completed successfully within a sixty-hour period (the "Demonstration Period"), which period, including the approximate start time of the Committed Capacity Test, shall be selected and scheduled by the QS by masses of a written notice to FPL delivered at least theirty (30) days prior to the start of such period. The provisions of the Engelity sentence shall not apply to any Committed Capacity Test required by FPL under any of the provisions of this Centract. FPL shall have the right to be present onsite to moretog any Committed Capacity Test required or permitted under this Centract.
- 6.2 Committed Capacity Test results shall be based on a test period of twenty-four (24) consecutive hours (the "Committed Capacity Test Period") at the highest sustained not KW rating at which the Facility can operate without exceeding the design operating conditions, temperature, presenters, and other parameters defined by the applicable manufacturer(s) for steady state operations at the Facility. If the QS is a REF the Committed Capacity Test shall be conducted utilizing as the sole fuel source finels or energy sources included in the definition in Section 36-91, thorida Statutes. The Committed Capacity Test Period shall committee at the time time suggested by FFL present to Section 5.3, provided, however, that the Committed Capacity Test Period may committee earlier than such time in the event that FPL is notified of, and consent to, such earlier time.
- 6.3 For the avoidance of doubt, normal station service use of unit auxiliarias, including, without limitation, cooling towers, heat exchangers, and other equipment required by law, shall be in service during the Committed Capacity Test Period. Further, the QS shall affect deliveries of any quantity and quality of contracted cogenizated steam to the steam host during the Committed Capacity Test Period.
- 6.4 The capacity of the Fecility shall be the average net capacity (generator output minus assiliary) measured over the Committeel Capacity Test Period.
- 6.5 The Committed Capacity Test shall be performed according to prudent industry testing procedures satisfactory to FPL for the appropriate technology of the QS.
  - 6.6 Except as otherwise provided leaves, results of any Committed Capacity Test shall be submitted to FPL by the QS within seven (7) days of the conclusion of the Committed Capacity Test

## 7. Payment for Electricity Produced by the Facility

## 7.1 finergy

FPL agrees to pay the Q8 for energy produced by the Facility and delivered to the Delivery Point in accordance with the rates and procedures contained in FPL's approved Rate Schedule Q6-2, attached herebe as Appendix A, as it may be arranded from time to time and pressure to the election of energy payment options as specified in Appendix E. The Parties agree that this Contract shall be subject to all of the provisions contained in Rate Schedule Q5-2 as approved and on file with the FPSC.

### 7.2 Firm Capacity

FFL agrees to pay the QS for the firm capacity described in Section 3 in accordance with the ratio and procedures contained in Rata Schedule QS-2, attached bareto as Appendix A, as it may be amended and approved from time to time by the FPSC, and pursuant to the election of a capacity payment option as specified in Appendix E. The QS undendands and agrees that capacity payments will be made under the early capacity payment options only if the QS has achieved the Capacity Delivery Date and as delivering time capacity and energy to FPL, Once elected by the QS, the capacity payment option capacity be charged during the farm of this Contract.

### T.3 Payments

Payments due the QS will be made monthly and normally by the recenturis business sky following the end of the billing period: A statement of the kilowatt-bours sold by the QS and the applicable avoided arange rate at which payments are being made shall accompany the payment to the QS.

(Continued on Sheet No. 9.035)

Second Revised Sheet No. 9.035 Cancels First Sheet No. 9.035

(Continued from Short No. 9.034)

## 8. Electricity Production and Plant Maintenance Schedule

8.3 Duting the term of this Contract, no later than sorty (60) days prior to the Capacity Delivery Date and prior to April 1 of each calamiter year thereafter, the QS shall submit to FPL in writing a detailed plan of: (a) the amount of firm capacity and energy to be governed by the Facility and delivered to the Delivery Point for each month of the following calendar year, and (b) the time, duration and magnitude of any scheduled maintenance period(s) and any anticipated reductions in capacity.

\$3.7 The QS shall comply with reasonable requests by EPL regarding day-to-day and hour-by-hour communication between the Parties relative to electricity production and maintenance scheduling

## 8.4 Dispetch and Control

- 8.4.1 The power supplied by the QS homounder shall be in the form of three-phase 60 Hertz alternating current, at a normal operating voltage of \_\_\_\_\_\_000 volts (\_\_\_\_\_\_kV) and power factor dispatchable and controllable in the range of 85% legging to 85% leading as measured at the Delivery Point to maintain system operating parameters, as specified by FPL.
- 8.4.2At all times during the term of this Contract, the QS shall operate and insintain the Facility. (a) in such a manuer as to ensure compliance with its obligations bereunder, in accordance with prahmt engineering and operating practices and applicable law, and (b) with all system protective equipment in service whenever the Facility is connected to, or is operated in parallel with, FPL's system. The QS shall install at the Facility those system protection and control devices necessary to ensure safe and protected operation of all energized equipment during normal testing and requir. The QS shall have qualified personnel test and calibrate all protected expansion at secondance with good engineering and operating practices. A unit functional trip test shall be performed after each overhaul of the Facility's turbuse, generator or bodiers and the results shall be provided to FPL prior to enhance the Facility to service. The specifies of the unit functional trip test will be consistent with good angineering and operating practices.
- 8.4.3.1f the Facility is separated from the FPL system for any reason, under no circumstances shall the QS reconnect the Facility into FPL's system without first obtaining FPL's prior written approval.
- 8.4.4 During the term of this Contract, the QS shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with FPL. If the Facility has a Committed Capacity greater than 10 MW then, the QS shall ensure that operating personnel are on duty at all times, eventy-long (2 th hours a calendar day and seven (7) calendar days a week. If the Facility has a Committed Capacity equal to or less than 10 MW then the QS shall ensure that operating personnel are on duty at least eight (8) hours per day from 8 AM EST to 5 PM EST from Monthly to Finlay, with an operation on call at all other hours.
- 8.4.5 FPL shall at all times be excused from its obligation to purchase and receive energy and capacity hereunder, and FPL shall have the ability to require the QS to curtail or reduce deliveries of energy, to the extent necessary (a) to maintain the reliability and integrity of any part of FPL's system, (b) in the event that FFL determines that a failure to do so is likely to endanger life or property, or (c) is likely to result in significant disruption of electric service to FPL's customers. FPL shall give the QS prior notice, if practically, of its intent to refuse, curtail or reduce FPL's acceptance of energy and firm capacity pursuant to this Section and will set to minimize the frequency and duration of such occurrence.

(Continued on Short No. 9.036)

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

Third Revised Sheet No. 9.036 Cancels Second Sheet No. 9.036

(Continued from Short No. 9.035)

8.4.6 After providing notice to the QS, FPL shall not be required to purchase or receive energy from the QS during any period in which, ther to operational circumstances, the purchase or receipt of such energy would result in FPL's incurring costs greater than those which it would mean if it did not make such purchases. As example of such an occurrence would be a period during which the food being served is such that the generating units on line are base load units operating if their minimum continuous ratings and the purchase of additional energy would require taking a base load unit off the line and replacing the remaining load served by that unit with peaking-type generation. FPL shall give the QS as much prior notice as practicable of its intent not to purchase or receive energy and firm capacity pursuant to this Section.

8.4.8 If the Facility has a Committed Capacity of less than 75 MW, FPL may require during certain periods, by oral, written, or stectorate notification that the QS cause the Facility to reduce corput to a level below the Committed Capacity but not lower than the Facility's Minimum Load. FPL shall provide as much notice as practicable, normally such notice will be of at load fore (4) hours. The frequency of such request shall not exceed eighteen (18) times per calendar year and the duration of each request shall not exceed four (4) hours.

8.4.9FPL's exercise of its rights under this Section 8 shall not give rise to any hisbidy or payment obligation on the part of FPL, including any claim for breach of centract or for breach of any covenant of good faith and fair dealing.

## 9. Completion/Ferformance Security

The security contempland by the Section 9 constitutes accurity for, but is not a limitation of, QS's obligations harpunder and shall not be FPL's exclusive remody for QS's failure to perform in accordance with this Agreement.

9.1 As security for the adiscoverent of the Gaussiand Capacity Delivery Date and satisfactory performance of its obligations becomes, the QS shall provide EPL either. (a) an inscenditional, increoable, standby letter of excitis) with an expiration date no cartier than the end of the first (1st) environments of the Capacity Delivery Date (or the new bosiness day thereafter), issued by a U.S. commercial bank or the U.S. branch of a foreign bank having a Credit Rating of A- or higher by S&P or A3 or higher by Moody's (a "Qualified Issuer"), in form and substance acceptable to FFL (including provisions (i) permitting partial and full draws and (ii) permitting FFL to draw in full if such letter of credit is not received or replaced as required by the terms hereof at least thirty (30) business days prior to its expiration date) ("Letter of Credit"), (b) a bond, assued by a financially sound Company acceptable to FFL and in a form and substance acceptable to FFL, ("Bond"), or (c) a cash collatered deposited with FFL ("Cash Collatered") (any of (a), (b), or (c), the "Completion/Performance Security"). Completion/Performance Security shall be provided in the amount and by the data listed below:

(a) \$50.00 per kW (for the number of kW of Committed Capacity set forth in Section 5.1) to be delivered to FPL within five (5) huminos days of the Effective Date; and

(b) \$100.00 per kW (for the number of kW of Committed Capacity set forth in Section 5.1) to be delivered to FPL two years before the Committed Capacity Delivery Date.

"Credit Rating" means with respect to any untity, on any date of determination, the respective ratings then assigned to such entity's insucured, senior long-term dolt or deposit obligations inot supported by third party credit enhancement) by S&P, Moody's or other specified rating agency or agencies or if such entity &ces not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its "corporate credit rating" by S&P.

(Continued on Short No. 9 037)

Issued by: Tiffany Cohen, Director, Rates and Turiffs

Effective: June 5, 2018

Ninth Revised Sheet No. 9.037 Cancels Eighth Revised Sheet No. 9.037

(Continued from Sheet No. 9.036)

"Moody's" means Moody's Inventors Service, Inc. or its successor.

"S&P" means Standard & Poor's Ratings Group (a division of The McGraw-Hill Companies, Inc.) or its nuccessor.

- 9.2 The specific security instrument provided for purposes of this Contract is:
- ( ) Letter of Credit.
- () Bond.
- () Cash Collateral.
- 9.3 FPL shall have the right to monitor (a) the financial condition of the insurr of a Letter of Credit in the event any Letter of Credit is provided by the QS, and (b) the insurer, in the case of any Bond. In the event the issuer of a Letter of Credit no longer qualifies an Qualified Issuer or the issuer of a Bond is no longer financially second, FPL may require the QS to replace the Letter of Credit or the Bond, as applicable. Such replacement Letter of Credit or bond must be issued by a Qualified Issuer or a financially second issues, as applicable, within ten (10) business days following written notification to the QS of the requirement to replace. Failure by the QS to comply with the requirements of this Section 9.3 shall be grounds for FPL to draw in full on the existing Letter of Credit or bend and to exercise any other remedies it may have heretaster.
- 9.4 Notwellstanding the foregoing provisions of this Section 9, pressure to FPSC Rule 25-17-091(4), F.A.C., a. QS qualifying as a "Solid Waste Faculty" parsuant to Section 377.709(3) or (5), F.S., respectively, may use an unsecured written commitment or prosture to pay an a form reasonably acceptable to FPS., by the local government which owns the Facility or on whose bahalf the QS operates the Facility, to secure the obligation to achieve on a timely basis the Capacity Delivery Date and the satisfactory performance of the obligations becomed:
- 9.5 FPL shall be entitled to draw the Completion/Performance Security to satisfy any obligation or liability of QS arising pursuant to this Contract.
- 9.5.1 If the QS fails to achieve the Capacity Edivory Date on or before the in-service date of the Avoided Unit or such later date as permitted by FPL persuant to Section 5.6, FPL shall be critifed immediately to receive, draw upon, or retain, as the case may be, one-hundred (100%) of the Completons Performance Security in liquidated damages free from any claim or right of any nature whitsoorer of the QS, including any equity or right of redemption by the QS. The Parties acknowledge that the injury that FPL will suffer as a result of delayed avoidability of Committed Capacity and energy is difficult to essential and that FPL may accept such sums as liquidated damages and resort to any other remodes which may be available to it under law or in equity.
- 9.5.2 In the event that FPL requires the QS to perform one or more Committed Capacity Test(s) at any time on or before the first anniversary of the Capacity Delivery Date pressant to Section 5.3 and, in connection with any such Committed Capacity Test(s), the QS fields to demonstrate a Capacity of at least one-hundred percent (100%) of the Committed Capacity set forth in Section 5.1, FPL shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred percent (100%) of the Completion-Performance Security as linguished damages free florn any claim or right of any nature whatsoever of the QS, including any aguity or right of redemption by the QS.
- 9.5.3 QS shall promptly, but in no event more than five (5) business stays following any draws on the Completion/Performance Security, replenish the Completion/Performance Security to the amounts engaged herein.
- 9.6 The QS, as the Piedgor of the Completion/Performance Security, hereby plodges to FPL, as the securid Party, as security for the achievement of the Capacity Delivery Date and satisfactory performance of its obligations between and gunts to FPL a flut priority continuing accounty interest in, lien on and right of set-off against all Completion/Performance Security transferred to or received by FPL hermatics. Upon the transfer or return by FPL to the QS of Completion/Performance Security, the security interest and lien granted between on that Completion/Performance Security will be released immediately and, to the extent possible, without any further action by either party.

(Continued on Short No. 9.030)

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Effective: June 5, 2018

First Revised Short No. 9.038 Cancels Original Short No. 9.038

### (Continued from Sheet No. 9.037)

9.7 In figu of any interest, dividends or other amounts paid or deemed to have been paid with respect to Cash Collabral, held by FPL (all of which may be retained by FPL). FPL will transfer to the QS on a morthly basis the interest Associat, as calculated by FPL.

"Interest Argones" means, with respect to each morthly period, the aggregate start of the amounts of interest calculated for each day in that monthly period on the principal amount of Cash Collateral held by FPL on that day, determined by FPL for each such day as follows:

- (ii) ) the amount of that Cash Collateral on that day, multiplied by
- (y) ) the Interest Rate in effect for that day, divided

Ter (25 360).

"Interest Rate" monts: the Federal Funds Overnight rate as from time to time in effect.

"Federal Finals Overright Bate" means, for the relevant determination date, the rate opposite the caption "Federal Funds (Effective)" as set forth for that day in the weekly statistical release designated as B.15 (519), or any successor published by the Board of Governors of the Federal Reserve System. If on the determination date such rate is not yet published in B.15 (519), the rate for that date will be the rate set in Composite 3.0 P.M. Quotations for U.S. Government Securities for that day under the caption "Federal Funds/Effective Bate." If on the determination date such rate is not yet published in either B.15 (519) or Composite 3.30 P.M. Quotations for U.S. Government Securities, the rate for that date will be determined as if the Parties had specified "USD-Federal Funds-Kellerine Dealers" as the applicationate.

### 16. Termination Fee

- 10.1 In the event that the QS receives capacity payments parament to Option B, Option C, Option D or Option E (as such options are defined in Appendix A and elected by the QS in Appendix E) or receives energy payments parament to the Fouril Firm Energy Psychetic Option (as such option is defined in Appendix A and elected by the QS in Appendix E) their, upon the termination of this Contract, the QS shall owe and be liable to FPL for a termination fee calculated in accordance with Appendix C (the "Termination Fee"). The QS's obligation to pay the Termination Fee shall survive the termination of this Contract. FPL shall provide the QS, on a monthly basis, a calculation of the Termination Fee.
- 10.1.1 The Termination Fee shall be secured (with the exception of governmental solid waste facilities covered by FPSC Rule 25-17.091 in which case the QS may use an unsecured written commitment or promise to pay, in a form masonably acceptable to FPL, by the local government which owns the Facility or on whose behalf the QS operates the Facility, to secure its obligation to pay the Termination Fee) by the QS by (a) an unconditional, irrevocable, standby letter(s) of stedit issued by Qualified Issuer in form and substance acceptable to FPL (including provisions (a) permitting partial and full draws and (b) permitting FPL to draw upon such letter of credit, in full, if such letter of credit is not removed or replaced at least thirty (30) business they prior to its supervision data, ("Termination Fee Letter of Credit"); (b) a bond, award by a financially sound Company and in a form and substance acceptable to FPL, ("Termination Fee Bond"); or (c) a cash collateral deposit with FPL ("Termination Fee Cash Collateral") (any of (a), (b), or (c), the "Termination Security").
  - 10.1.2The specific security instrument selected by the QS for purposes of this Contract is:
  - ( ) Termination Fee Letter of Credit
  - Torrangtion Fee Bond
  - ( ) Termination Fee Cash Collateral
- 10.1.3 FPL shall have the right to mentor the financial condition of (i) the issuer of a Termination Fee Letter of Credit in the case of any Termination Fee Letter of Credit and (ii) the insurer(s), in the case of any Termination Fee Bond. In the event the issuer of a Termination Fee Letter of Credit is no longer a Qualified Issuer or the issuer of a Termination Fee Bond is no longer financially sound, FPL may require the QS to replace the Termination Fee Letter of Credit or the Termination Fee Bond, as applicable. In the event that FPL notifies the QS that it requires such a replacement, the replacement Termination Fee Letter of Credit or Termination Fee Bond, as applicable, must be issued by a Qualified Issuer or financially sound company within ten (10) business days following such notification. Failure by the QS to comply with the requirements of this Section 10.1.2 shall be grounds for FPL to draw in full on any existing Termination Fee Letter of Credit or Termination Fee Bond and to courses any other remedies it may have becomed:

(Continued on Short No. 9 039)

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

First Revised Sheet No. 9.039 Cancels Original Sheet No. 9.039

### (Centimoed from Short No. 9.038)

- 10.1.4 After the close of each calendar quarter (March 31, June 30, September 30, and Dicenther 31) occurring subsequent to the Capitely Delivery Date, the QS shall provide to FPE, within ten (10) business slays of the sloss of such calendar quarter with winter assurance and documentation (the "Security Documentation"), in form and substance acceptable to FPE, that the amount of the most recently provided Termination Security is sufficient to cover the balance of the Termination Fee. In addition to the foregoing, at any time during the term of the Contract, FPE, shall have the sight to respect, and the QS shall be obligated to deliver within free (5) beginess days of such request, such Security Documentation. Failure by the QS to comply with the requirements of this Section 10.1.3 shall be grounds for FPE, to draw in full on any mixing Termination Fee Letter of Credit or Termination Fee Bond or to return any Termination Fee Cash Collateral, and to extress any other numbers it may have homeories to be applied against any Termination Fee that may be due and owing to FPE, or that may in the future be due and owing to FPE.
- 10.1.5 Upon any termination of this Contract following the Capacity Date. FPL shall be critited to receive (and in the case of the Termination Fee Letter of Credit or Termination Fee Bond, draw upon such Termination Fee Letter of Credit or Termination Fee Bond; and retain one-hundred percent (100%) of the Termination Security to be applied against any Termination Fee that may be due and owing to FPL or that may in the finiture be due and owing to FPL FPL will transfer to the QS any proceeds and Termination Security remaining after liquidation, set-off and/or application under this Article after satisfaction in full of all amounts payable by the QS with respect to any Termination Fee or other obligations due to FPL, the QS in all events will remain hable for any amounts remaining unpaid after any liquidation, set-off and/or application under this Article.
- 10.2 The QS, as the Fledger of the Termination Security, hearby pledges to FPL, as the secured Party, as security for the Termination Fee, and grants to FPL a first pricety continuing security interest in, hen on and right of set off against all Termination Security transferred to or received by FPL betweeker. Upon the transfer or return by FPL to the QS of Termination Security, the security interest and lefter matter.
- (0.3) In lieu of any interest, dividends or other amounts paid or deemed to have been paid with respect to Termination Fee Cash: Collateral held by FPL (all of which may be retained by FPL), FPL will transfer to the QS on a monthly basis the Interest Amount, Purmant to Section 9.7.

## 11. Performance Factor

FPL desires to provide an incentive to the QS to operate the Facility during on-peak and off-peak periods in a manner which approximates the projected performance of FPL's Avoided Unit. A formula to achieve this objective is attached as Appendix B.

(Continued on Short No. 9.040)

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

Fourth Revised Sheet No. 9.040 Cancels Third Revised Sheet No. 9.040

(Continued from Short No. 9 (39)

## 12. Default

Notwithstanding the occurrence of any Force Magnure as described in Section 16, such of the following shall constitute an Event of Default:

- 12.1 The QS fails to most the applicable requirements specified in Section 1 of this Contract;
- 12.2 The QS changes or modifies the Facility from that provided in Section 1 with respect to its type, location, technology or flast source, without prior written approval from EPL.,
- 12.3 After the Capacity Delivery Date, the Facility fails, for twelve (17) consecutive ascents, to maintain an Arental Cagacity Billing Factor, as described in Appendix B, of at least 70%;
- 12.4 The QS fails to comply with any of the provisions of Section 9.0 lasteof (Completion/Performance Security).
- 12.5 The QS fails to comply with any of the provisions of Section 10.0 hereof (Termination Security).
- 12.6 The QS ceases the conduct of active business, or if proceedings under the foderal bankruptcy law or insolvency laws shall be truthfined by or for or against the QS or if a receiver shall be appointed for the QS or any of its assets or properties; or if any part of the QS's assets shall be attached, levied upon, ensurabeted, plodged, seized or taken under any judicial process, and such proceedings shall not be vacated or fully stayed within 30 days themod, or if the QS shall make an assignment for the lenteRed criphitess, or admit in writing its inability to pay its debts as they become due.
- 12.7 The QS falls to give proper assumace acceptable to FPL of adequate performance as specified under this Contract within 30 days after FPL, with resocrable grounds for associately, has requested in writing such assurance.
- 12.8 The QS materially fails to perform as specified under this Contract, including, but not limited to, the QS's obligations under any part of Sections 8, and 18.
- 12.9 The QS falls to achieve the permitting, liconsing, confification, and all federal, state and local governmental environmental and licensing approvals required to initiate construction of the Facility by no later than one year prior to Gasaranteed Capacity Date.
- 12.10 The QS fails to comply with any of the provisions of Section 18.3 heroof (Project Management).
- 12.11 Any of the representations or warranties made by the QS in this Contract is false or misleading at any material respect.
- 12.12 The occurrence of an event of default by the QS under the Interconnection Agreement or any applicable. Wheeling Agreement,
- 12.13 The QS fails to satisfy its obligations under Section 18.14 heroof (Assignment).
- 12.14 The QS fails to deliver to FFL in accordance with this Contract any energy or firm capacity impaired to be delivered hereonder or the delivery or sale of any such energy and firm capacity to an entity officer than FFL.
- 12.15 The QS fails to perform any material covariant or obligation under this Contract not specifically mantioned in this Section 12.
- 12.16 If at any time after the Capacity Delivery Date, the QS reduces the Committed Capacity due to an event of Force Majetter and fails to repair the Facility and seatt the Committed Capacity to the level set 8nth in Section 5.1 (as such level may be reduced by Section 5.3) within twelve (32) months following the occurrence of such event of Force Majetter.

(Continued on Sheet No. 9.041)

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

First Revised Sheet No. 9.041 Cancels Original Sheet No. 9.041

(Continued from Sheet No. 9.040)

### 15. FPL's Rights in the Event of Default.

- 13.1 Upon the occurrence of any of the Events of Default in Section 12, FPL may:
- (4) terminate this Contract, without pondity or further obligation, except as set forth in Section D 2; by written notice to the Q6, and effect against any payment(s) the from FPL to the Q5, any number otherwise due from the Q5 to FPL;
- (b) draw on the Completion Performance Security paramet to Section 9 or collect the Termination Fee paramet to Section 10 as applicable, and
- (c) exercise any other tensely(see) which may be available to FPL at law or in equity.
- 13.2 In the case of an Event of Delinit, the QS recognizes that any remoty at law may be undequain because this Contract is maight and/or because the actual damages of FPL may be difficult to reasonably ascertain. Therefore, the QS agrees that FPL shall be entitled to pursue an action for specific performance, and the QS waiver all of its rights to asset as a defense to each action that FPL's nemody at law is adequate.
- 13.3 Termination shall not affect the liability of either party for obligations using prior to such termination or for damages, if any, resulting from any breach of this Contract.

#### 14. Independing tion/Limits

- 14.1 FPL and the QS shall each be responsible for its own facilities. FPL and the QS shall such be responsible for enuring adequate suction 2.7 bulescuity to Company. or section 2.7 bulescuity to Company. or section 2.7 bulescuity to Company. Over the cover permitted by applicable law, to indemnify, per, defend, and hold learnings the other party (the "indemnifying Party") agrees, to the covert permitted by applicable law, to indemnify, per, defend, and hold learnings the other party (the "indemnifying Party") and its officers, directors, outgloyers, agrees and contractors (bernaudle called respectively, "FPL Estinies" and "QS Estinies") from and against any and all claims, demnade, costs, or expenses for law, damage, or injury to persons or property of the Indemnified Party (or to third parties) caused by, atting out of, or containing from (a) a broach by the Indemnifying Party of its coverants, representations, and warranties or obligations horizonter, (b) any act or contained by the Indemnifying Party or its contractors, agents, servents or employees in connection with the installation or operation of its generation system or the operation thereof is connection with the attraction of the Indemnifying Party or its contractors, agents, servents or indemnifying Party or its contractors, agents, servents or employees.
- 14.2 Payment by an Indemnation Party will not be a combinen procedent to the obligations of the Indemnifying Party under Section 14 shall settle any claim for which it claims indemnification benoming without first allowing the Indemnifying Party that right to defined such a claim. The Indemnifying Party shall have no obligations under Section 14 in the event of a breach of the foregoing sentence by the Indemnified Party. Section 14 shall survive termination of this Agreement.
- 14.3 Limitation on Consequential, bradenial and hidred Damager. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE QS NOR FPF, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MIMMERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSENS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSERVAS, SUBBLIARIES OR AFFILIATES, SUCCESSORS OR ASSERVAS, SUBLECTORS, AGENTS, SUBBLIARIES OR AFFILIATES, SUCCESSORS OR ASSERVAS, FOR CLAIMS, SUBSCITUTE, SUPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL MALGRES CONNECTED WITH OR RESOLUTION FROM PERFORMANCE OR NON-PERFORMANCE OF THIS CONTEXT, OR ANY ACTIONS UNDERSTAKEN IN CONNECTION WITH OR RELATED TO THIS CONTEXT, DRUDGING WITHOUT LIMITATION, ANY SUCH DAMAGES WHELH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORY INCLUDING NIGILIOUNG NIGHT NIGHT OF MARGINETY PROVIDENCE AND MISREPHESENTATION. REPART THEORY OF RECOVERY TO THE EXTENT ANY DAMAGES REQUIRES TO BE PAID HEREUNDER ARE LIQUIDIATED, THE PARTIES A/KNOWLINGE THAT THE DAMAGES ARE DEFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDIATED DAMAGES SEXPRESSLY PROVIDED HERE NO EXCENSIONS LIABILITY SHALL HE LIMITED TO DERECT DAMAGES ONLY AND SUCH DRECT DAMAGES AND EXCLUSIVE MEASURE OF DAMAGES AND DESECT DAMAGES AND EXCLUSIVE MEASURE OF DAMAGES AND

(Continued on Sheet No. 9 D42)

Issued by: S. E. Romig, Exceetor, Rates and Toriffs

Effective: June 25, 2013

Second Revised Sheet No. 9.042 Cancels First Sheet No. 9.042

(Continued from Sheet No. 9.041)

ALL OTHER REMEINES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, PROVIDED, HOWEVER, THE PARTIES AGREE THAT THE PORTGORNO LIMITATIONS WILL NOT IN ANY WAY LIMIT LIABILITY OR DAMAGES UNDER ANY THERD PARTY CLAIMS OR THE LIABILITY OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLIFLY, INSCONDUCT, THE PROVISIONS OF THIS SECTION SHALL APPLY RECARDLESS OF FAULT AND BHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPRACTION OF THIS CONTRACT, NOTHING CONTAINED IN THIS AGREEMENT MIGHLE OR DEPOSITED TO SEEK INSTITUTE RELIEF.

#### 15. Immrance

- 13.1 The QS shall procure or cause to be procured, and shall maintain throughout the ordine terms of this Contract, a policy or policies of liability insurance issued by an insurer acceptable to FPL on a standard "Insurance Services Office" commercial general liability form (such policy or policies, collectively, the "QS insurance"). A certificate of monance shall be delivered to FPL at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the QS insurance shall contain (a) an endersement providing coverage, including products liability/completed operations coverage for the term of this Contract, and (b) a broad form contractual fiability undecomment covering liabilities (i) which might arise under, or in the performance or isosperformance of, this Contract and the Interconnection Agreement, or (ii) council by operation of the Facility or any of the QS's equipment or by the QS's failure to maintain the Facility or the QS's apaignment in satisfactory and safe operating confident. Effective at least fifture (15) calendar days prior to the syndromaxistism of the Facility with FPL's system, the QS insurance shall be amounted to include overage for interruption or custalized to power supply in accordance with industry standards. Without limiting the foregoing, the QS laumence must be masseably acceptable to FPL. Any premium assessment or deductable shall be for the accordance of the QS and not FPL.
- 15.2 The QS Insurance shall have a minimum limit of one million dollars (\$1,000,000) per occurrence, combined single limit, for bookly injury (including death) or property damage.
- 15.3 In the event that such insurance becomes totally unavailable or procurement thereof becomes commercially impracticable, such unavailability shall not constitute an Event of Default under this Contract, but PPL and the QS shall enter into negotiations to develop substitute protection which the Parties in their reasonable judgment does adequate.
- 15.4 To the extent that the QS immunes is on a "claims made" basis, the retroactive date of the policyties) shall be the effective date of this Contract or such other date as may be agreed upon to protect the interests of the FPL Entities and the QS Entities. Furthermore, to the extent the QS Instrument is on a "claims made" basis, the QS's duty to provide insurance coverage shall survive the termination of this Contract until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. To the extent the QS Instrumes is on an "occurrence" basis, such insurance shall be maintained in affect at all times by the QS during the term of this Contract.
- 15.5 The QS insurance shall provide that it may not be cancelled or materially altered without at least thirty (50) calendar days' written notice to FPL. The QS shall provide FPL with a copy of any material communication or notice adated to the QS insurance within ten (10) luminous days of the QS's receipt or issuance thereof.
- 15.6 The QS shall be designated as the named insured and FPL shall be designated as an additional named insured under the QS insurance. The QS insurance shall be embrased to be primary to any coverage maintained by FPL.

## 16. Force Majeure

Force Majoure is defined as an event or circumstance that is not within the reasonable control of, or the result of the negligence of, the affected party, and which, by the exercise of due diligence, the affected party is unable to overcome, avoid, or cause to be avoided in a commercially reasonable manner. Such events or circumstances may include, but are not limited to, acts of God, war, not or insurance, included, entirely or caused by its operation, luminatures, floods, strikes, lockouts or other labor disputes, explosions and fires not originating in the Facility or caused by its operation, luminatures, floods, strikes, lockouts or other labor disputes, difficulties (not caused by the failure of the affected party to comply with the terms of a collective bargaining agreement), or actions or restraints by court order or governmental authority or arbitration award. Force Majoure shall not include (a) the QS's ability to sell capacity and energy to another market at a more advantageous price; (b) equipment breakdown or inability to use squament onmed by the disage, construction, operation, maintenance or inability to most regulatory standards, or otherwise caused by an avent originating in the Facility; (c)) a failure of performance of any other entity, including any entity providing electric transmission service to the QS or content that such failure was caused by an event that would otherwise quality as a Porce Majoure event, (d) failure of the QS to timely apply for or other permits.

(Confinued on Short No. 9,043)

First Revised Sheet No. 9.043 Cancels Original Sheet No. 9.043

(Continued from Sheet No. 9.042)

16.1 Except as otherwise provided in this Contract, each party shall be excused from performance when its nonperformance was caused, directly or undreatly by an event of Force Majoure.

16.2 In the event of any delay or nonperformance resulting from an event of Force Majeure, the party claiming Force Majeure shall notify the other party in writing within two (2) business days of the occurrence of the event of Force Majeure, of the nature, cause, date of common content thereof and the antecipated extent of such delay, and shall instead whether any deadlines or date(a), imposed herounder truy be affected thouby. The suspension of performance shall be of no greater scope and of no greater deadlines than the cure for the Force Majeure requires. A party charming Force Majeure shall not be entitled to any reliaf therefore unless and until conforming notice is provided. The party claiming Force Majeure shall notify the other party of the cessation of the event of Force Majeure or of the conclusion of the effected party's care for the event of Force Majeure, in either case within two (2) business days thereof.

16.3 The party claiming Force Magnur shall use its best effects to cure the cause(s) preventing its performance of this Contract, provided, however, the settlement of strikes, lookouts and other labor disputes shall be certically within the discretion of the affected party, and such party shall not be required to settle such strikes, lookouts or other labor disputes by according to decimals which such party degree to be unflavorable.

16.4 If the QS suffers an occurrence of an event of Force Majoure that reduces the generating capability of the Facility below the Committed Capacity, the QS may, upon notice to FPL, temporarily adjust the Committed Capacity as provided in Sections 16.5 and 16.6. Such adjustment shall be effective the first calcular day immediately following FPL's receipt of the notice or such later date as may be specified by the QS. Furthermore, such adjustment shall be the minimum amount necessitated by the event of Force Majoure.

16.5 If the Facility is mediated completely inoperative as a result of Force Majoure, the QS shall temporarily set the Committed Capacity equal to 0 KW until such time as the Facility can partially or fully operate at the Committed Capacity that existed prior to the Force Majoure. If the Committed Capacity is 0 KW, FPL shall have no obligation to make capacity payments haveneder.

16.6 If, it any time during the occurrence of an event of Force Mayerre or during its cure, the Facility can partially or fully operate, then the Committed Capacity at the maximum capability that the Facility can reasonably be expected to operate

16.7 Upon the cossistion of the event of Force Majoure or the conclusion of the care for the event of Force Majoure, the Committed Capacity shall be restored to the Committed Capacity that existed immediately prior to the Force Majoure. Notwithstanding any other provision of this Contract, upon such cossistion or ears, FPL shall have the right to require a Committed Capacity Test to demonstrate the Facility's compliance with the requirements of this section 16.7. Any Committed Capacity Test required by FPL under this Section shall be additional to any Committed Capacity Test under Section 5.3.

16.8 During the occurrence of an event of Force Majeure and a reduction in Committed Capacity under Section 16.4, all Monthly Capacity Payments shall reflect, pre-rate, the reduction in Committed Capacity, and the Monthly Capacity Payments will continue to be calculated in accordance with the pay-for-performance provisions in Appendix B.

16.9 The QS agrees to be responsible for and pay the costs necessary to reactivate the Facility and/or the interconnection with FPL's system if the same is (an) randoml inoperable due to actions of the QS, its agrees, or Force Majoure excess affecting the QS, the Facility or the interconnection with FPL. FPL agrees to reactivate, at its own cost, the interconnection with the Facility in circumstances where any interruptions to such interconnections are caused by FPL or its agents.

# 17. Representations, Warranties, and Covenants of QS

The QS represents and warrants that as of the Effective Date and for the term of this Contract.

17.1 Organization, Standing and Qualification

The OS is a (corporation, partnership, or other, as applicable) duby organized and validly existing in good standing under the laws of and has all necessary power and authority to carry on its husiness as presently conducted, to own or bold under lease its properties and to enter rine and perform its obligations under this Contract and all other related documents and agreements to which it is or shall be a Party. The QS is duby qualified or homesed to do business in the State of Florida and in all other jurisdictions wherein the nature of its business and operations or the character of the properties owned or leased by it makes such qualification or licenseing necessary and where the fadine to be so qualified or licensed would impair its ability to perform its obligations under this Contract or would result in a material liability to or would have a material adverse effect on FPL.

(Continued on Short No. 9 944)

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

Effective: August 18, 2009

Second Revised Sheet No. 9.044 Cancels First Sheet No. 9.044

(Continued from Sheet No. 9.043)

17.2 Due Authorization, No Approvals, No Definits, etc.

17.3 Compliance with Laws

The QS has knowledge of all laws and business practices that must be followed in performing its obligations under this Contract. The QS is in compliance with all laws, except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on the QS or FPL.

17.4 Governmental Approvals

Except as expressly contemplated herein, neither the execution and delivery by the QS of this Contract, nor the consumination by the QS of any of the transactions contemplated thereby, sequines the coment or approval of, the giving of notice to, the negistration with, the recording or filing of any document with, or the taking of any other action in respect of governmental authority, except in respect of permits (a) which have already been obtained and are in full ferce and effect or (b) us not yet required (and with respect to which the QS has no reason to believe that the same will not be readily obtainable in the ordinary course of business upon the application therefore).

17.5 No Suro, Proceedings

There are no octobe, suits, proceedings or investigations pending or, to the knowledge of the US, threstened against it at law or in equity before any count or tribunal of the United States or any other jurisdiction which individually or in the aggregate could routh in any interest affect on the QS's business, properties, or assets or its condition, financial or offerwise, or in any impairment of its ability to perform its obligations under this Centraer. The QS has no knowledge of a violation or default with respect to any law which could result in any such materially adverse effect or impairment. The QS is not in breach of, in default under, or in violation of, any applicable Law, or the provisions of any authorization, or in breach of, in default under, or in conflict with any provision of any premisery note, indicitures or any evidence of indicitedness or security therefore, losse, contact, or other agreement by which it is bound, except for any such branches, defaults, violations or conflicts which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the bisiness or financial condition of flagor or its ability to perform its obligations becomed.

17.6 Environmental Matters

17.6.1 QS Representations

To the best of its knowledge after diligent impary, the QS knows of no (a) existing violations of any environmental laws at the Facility, including these governing hazardous materials or (b) pending, engoing, or unresolved administrative or enforcement investigations, compliance orders, classes, demands, actions, or other linguistics brought by governmental authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contest.

17.6.2 Ownership and Offering For Sale Of Renewable Energy Attributes

The QS retains any and all rights to own and to sell any and all environmental attributes associated with the electric generation of the Facility, including but not limited to, any and all renovable energy certificates, "green tags," or other tradable environmental interests (collectively "RECs"), of any description.

(Continued on Sheet No. 9.049)

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

Effective: August 18, 2009

Fourth Revised Sheet No. 9.045 Cancels Third Revised Sheet No. 9.045

(Continued from Sheet No. 9:044)

17.6.3 Changes in Environmental and Governmental Regulations

If now environmental and other regulatory requirements excited during the term of the Contract always FPL's full avoided cost of the unit or which the Contract is based, either party can clear to have the contract response.

17.7 Interconnection/Wheeling Agreement

The QS has accounted an interconnection agreement with EPL, or exponents or warrants that it has present into a valid and enforceable. Interpresention Agreement with the utility in whose service area the Facility is located, personant to which the QS assumes controlled responsibility to such a service and output to the facility for delivery of the Facility's capacity and output to EPL.

17.8 Technology and Generator Capabilities

That for the term of this Contract the Technology and Generator Capabilities hable set forth in Section 1 is accounty and complete.

#### 18. General Provisions

18.1 Project Visbility

To assist FPL in assessing the QS's fluorical and todesical viability, the QS shall provide the information and documents requested in Appendix D or substantially similar documents, to the extent the documents are evaluable. All documents to be considered by FPL must be substanted at the time this Contract is presented to FPL. Failure to provide the following such documents may result in a determination of non-viability by FPL.

DC2Pagning Stat Countil

The QS barely agrees to obtain used maintain Permits which the QS in required to obtain us a prorequisite to angujing in the activities specified in this Courses, QS shall also obtain and maintain Site Courses for the Term of the Contract.

### 18 3Proper Management

- 18.3.1 If requested by FFL, the QS shall submit to FFL its integrated project schedule for FFL's review within many calendar days from the execution of this Contract, and a start-up and test schedule for the Facility of least sixty calendar days prior to start-up and testing of the Facility. These schedules shall identify key licensing, persisting, construction and operating milentone dates and activation. If requested by FPL, the QS shall submit progress reports in a form stateductory to FPL every calendar snarth until the Capacity Delivery Date and shall softly FPL of any changes in such schedules within the calendar days after such changes are determined FPL shall have the right to monitor the construction, start-up and testing of the Facility and resulting regrests, if any, shall not be construct as andorsing the design threstof or an any warranty as to the safety, durability or shability of the Facility.
- 18.3.2 The QS shall provide ETL with the faul designer symmetricities a governor capability curves, protective relay types, proposed protective relay settings, main one-line diagrams, protective relay fluctional diagrams, and alternating current and direct current classestary diagrams for review and suspection at EPL as later than one handred againty calendar days prior to the initial syndromization date.

### 18.4 Assignment

This Agreement shall some to the benefit of and shall be breaking open the Parties and their propertive recovers and assigns. This Agreement shall not be assigned or transferred by either Party without the prior certain consent of the other Party, such opened to be ground or withheld in such other Party's such described. Any direct or maken though of control of CS doubthar voluntary or by opened more shall be demand an assignment and that require the prior written consent of FPL. Notwillotanding the foregoing either Party may, without the consent of the other Party, mange or transfer this Agreement. (a) to any lender as collateral security for obligations under any frameing documents extend into with such lender provided. Or shall be responsible for FPL's removable costs and expenses associated with the review, negotiation, execution and delivery of any documents or adversarios parameter to such collateral assignment, including reasonable attempts from the toward of each Party, provided that such affiliate's credit northiness in equal to or better than that of such Party (and in no event less than becomes Grade) as determined reasonably by the non-assigning or non-transferring Party such provided. (but were than the order of and any and all obligations to the non-assigning or non-transferring Party utting or according hearteder from and after the date of such assembles. These trans 100s of many and all obligations to the non-transferring Party utting or according hearteder from and after the date of such assembles. These trans 100s of many 100s.

### 18.5 Dischine

In executing this Contract, FPL does not, nor should it be construed, to estand its crudit or financial support for the benefit of any third parties landing moves to or having other transactions with the Q5 or any assigner of this Contract.

(Cartinged on Sheet No. 9,046)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Second Revised Sheet No. 9.046 Cancels First Sheet No. 9.046

	(Continued from Sheet No. 9.045)
18.6 Notification	
mail, or sent by flor if followed imm	to this Contract shall be deemed shifty given when delivered in person, or sent by registered or certified educately with a copy sent by registered or certified mail, to the individuals designated below. The Parties to be notified or to whom payment shall be sent until such time as either Party familibes the other Party rundividual:
For the Q8:	
For FPL: Florida Power & Light Company 700 Universe Bordevard Juno Beach, FL 33408 Attr. EMT Contracts Department	
Offer Contract, on determined by t	d documents may be presented no earlier than 8.00 a.m. EST on the effective than of the Standard se IPSC. Commets and related documents may be mailed to the address below or delivered thiring I to 4.45 p.m. EST) to the visitors' entrance at the address below.
	Florida Power & Light Company T00 Universe Boulevard, Auto Bouch, EL 33408 Attention: Contracts Manages Coopdinator EMT Centracts Department
18.7 Applicable Law	
This Contract shall be con with, the laws of the State of Florid remodes, without regard to conflict	strued in accordance with and governed by, and the rights of the Parties shall be construed in accordance as to all matters, including but not limited to matters of validity, construction, effect, performance and of law rules thereof.
18.8 Venue	
Florida or, in the event that jurisfic Florida, in the state court for Palm Contract and of the documents refe agree not to assert, as a defense in a is not subject thereto or that such ac- may not be appropriate or that the trovocably agree that all claims will consent to and great any such court dispute and agree that making of pre-	ably submit to the enclusive jurisdiction of the United States Distinct Court for the Southern Distinct of tion for any matter carmot be established in the United States Distinct Court for the Southern District of Beach County, Florida, solidly in respect of the interpretation and enforcement of the provisions of this wed to in this Contract, and in respect of the transactions contemplated benchy, and hereby woive, and by action, said or proceeding for the interpretation or enforcement benced or of saty such document, that it ion, said or proceeding may not be brought or is not maintainable in said courts or that the verner thereof a Contract or any such document may not be enforced in or by such courts, and the Parties hereby particulation over the persons of such Parties solely for such purpose and over the subject matter of such cease or other papers in connection with any such action or proceeding in the manner provided in Section is may be permitted by Law shall be valid and sufficient service thereof.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

(Continued on Sheet No. 9.047)

First Revised Short No. 9.047 Cancels Original Short No. 9.047

### (Continued from Short No. 9 (146))

IRP. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THES CONTRACT IS LIKELY TO DIVOLVE COMPLICATED AND DIPPICULT ISSUES, AND THEREPORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY BIRY IN RESPECT OF ANY LITIGATION RESULTING FROM, ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED BEEBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (6) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED. EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE UNEST OF LITIGATIONS CETTES WAIVER, (c) EACH PARTY WOULD NOT, IN THE UNEST OF LITIGATIONS OF THIS WAIVER, (c) EACH PARTY MAKES THES WAIVER, VOLUNTARILY AND (d) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS ON THEIS SECTION IS 9

#### \$8.10 Taxation

In the event that FPL becomes liable for additional taxes, including interest and/or penalties arising from an internal Revenue.

Service's determination, through saddt, riding or other authority, that FPL's payments to the QS for capacity under Options B, C, D, E or for energy pursuent to the Fixed Firm Energy Payment Option D are not fully deductible when paid (additional tax liability), FPL may bill the QS monthly for the costs, including carrying charges, interest and/or penalties, associated with the fact that all or a portion of these capacity payments are not currently deductible for federal and/or state income tax purposes. FPL, at its option, may offset these costs against amounts that the QS hereinder. These costs would be calculated so as to place FPL, in the same economic position in which it would have been if the entire capacity payments had been deductible in the period in which the payments made. If FPL decides to appeal the internal Revenue.

Service's determination, the decision as to whether the appeal should be reside through the administrative or judical process or both, and all subsequent decisions partnering to the appeal should be reside through the administrative or judical process or both, and all subsequent decisions partnering to the appeal should be reside through the administrative or judical

#### 18.11 Severability

If any part of this Contract, for any reason, is declared invalid, or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Contract, which remainder shall remain in force and affect as if this Contract had been executed without the invalid or unenforceable portion.

## 18.12 Complete Agreement and Amendments

All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Contract are hereby abrogated. No amendment or modification to this Contract shall be binding unless it shall be set forth in writing and duty executed by both Parties. This Contract constitutes the entire agreement between the Parties.

## 18 13 Survival of Contract

This Contract, as it may be amended from time to time, shall be binding upon, and inure to the benefit of, the Parties' respective successors-in-interest and legal representatives.

### **IX.14 Record Retention**

The QS agrees to remin for a period of five (5) years from the date of termination beroof all records relating to the performance of its obligations because, and to cause all QS Entities to retain for the same period all such records.

## 18 15 No Waiver

No waiver of any of the terms and conditions of this Contract shall be effective only in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the failure to insist on such strict performance.

(Continued on Short No. 9.040)

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

First Revised Sheet No. 9.048 Cancels Original Sheet No. 9.048

	(Continued from Sheet No. 9.047)
1816 Set-Off	
FPL may at any tim- homosolot	u, but shall be under no obligation to, set off any and all scans due from the QS against sums due to the Q
18.17 Assistance Wi	th FPL's evaluation of FIN 46R
as well as future entendments variable interest instity (as defi- ard make available to FPL, all at inception of the FPA and ps consolidated in the financial a determinal by FPL, for inclu- becunities and EEC filing school independent auditors in comp performing any safet procedu- FPL. FPL will treat any inform	t forth in Financial Accounting Standards Board Interpretation No. 46 (Revised December 2003) ("FIN. 46R"), and interpretations of fixes rules, may negate FPL to evaluate whether the QS must be consolidated, as ined in FIN 46R), in the consolidated financial statements of FPL. The QS agrees to fully cooperate with FP financial data and other information, as domaid necessary by FPL, to perform that evaluation on a timuth base producing as required by FIN 46R. If the result of an evaluation under FIN 46R indicates that the QS must be fattements of FPL, the QS agrees to provide financial statements, together with other required information, a son in disclosures contained in the footnotes to the financial statements and in FPL's required filings with the mission ("SEC"). The QS shall provide this information to FPL in a timultane consistent with FPL's emminded, to be determined at FPL's describen. The QS also agrees to fully cooperate with FPL and FPL setting an assessment of the QS's insternal controls as required by the Sarbanes-Oxdey Act of 2002 and a restriction of the CS in satisfying Section 18.17 as confidential information and shall only disclose mental by accounting and SEC rules and any applicable laws.
DE WITNESS WHEREOF, &	us QK and FPS, associated this Communitationskey of
WITNESS	FLORIDA POWER & LIGHT COMPANY
	Data
WITNESS:	(Q8)
	Date

Second Revised Sheet No. 9.050 Cancels First Sheet No. 9.050

		Interconnection Agreement I Tie	or Customer-Owned Renewa r 1 - 10 kW or Less	ble Generation	
Thi	s Agr	recenent, is made and entered into this	day of	, 20	, by and between
		(**Co REDA POWER & LIGHT COMPANY (**FPL**), # TL 33408-0429.	tomer"), with and address of _ Florida corporation with an add	leese of 700 Universe I	Soulevand, Pano
			WITNESSETH:		
		EAS, the Customer has proposed to interconnect I service grid at the Customer's presently metered I		le generation, 10 kW	AC or less, to FPL's
		THEREFORE, for and in consideration of the mut e as follows:	and covenants and agreements l	herein set forth, the Pi	aties hereto covenant
1		Initions  Gross Power Rating means the total manufact renewable generation system that will be interestively-based systems, the AC numeplate generating capacity by 0.85 in order to	smeeted to and operate in par rating capacity shall be rates	allel with FPL's dist lated by multiplying	obstion facilities. For the total installed DC
	1.2	Capitalized Terms shall have the meanings se Interconnection and Net Metering of Castomer-or		vice Commission Ru	de 25-6.065 F.A.C.
2		Customer-owned renewable generation shall have a) does not exceed 90% of the Cintomer b) as 10 kW AC or law. Grow Power Rating for the Customer-owned re-	's utility distribution service re	ting, and	
	22	The Customer shall not be required to pay an system.		1 Customer-owned	renewable generation
	23	In order to commence the process for interconne	ction the Customer shall provid	le FPL a completed ap	plication.
1		ueral Responsibilities of the Parties			
		Customer-owned renewable generation shall be by a manufacturer to a nationally recognized to laboratory for continuous interactive operation wand standards of SEEE 1547, IEEE 1547.1, and to	esting and certification labora with an electric distribution syst IL 1741.	tory, and has been to sen in compliance wit	sted and listed by the h the applicable codes
	3.7	Customer-owned renewable generation shall incl Section 3.1 above, that performs the function of a the electric grid in the event the electric grid lose	internationally isolating the Cust		
	33.	The Customer shall be responsible for protective devices, and other system component that course on the FPL system in delivering and renewable generation equipment is impected, in moure that it is operating correctly and safety	ting its Customer-owned re- te from damage from the sorm resoring power, and shall be re-	nd and abnormal con sponsible for ensuing	ditions and operations that Cortomer-owned
	3.4.	The Customer agrees to provide Local findding shall reflect that the Local code official has imp and has met all electrical and mechanical qualific	ected and certified that the ins		
		(Centin	and ox Short No. 9 (61)		

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

First Revised Sheet No. 9.051 Cancels Original Sheet No. 9.051

(Continued from Sheet No. 9.050)

- 3.5 The Customer shall nearly FPL at least ten (10) calendar days prior to initially placing. Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.
- 3.6. Interconnection Agreement shall be executed by FPL within thirty (30) aslendar days of receipt of a completed application.

## 4. Inspection and On-going Compliance

4.1 FPL will provide Customer with as much notice as reasonably practicable, either in writing, e-mail, factionle or by phone as to when FPL may conclust impection and/or document review. Upon reasonable notice, or at any time without sotice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an imspection or disconnection, or, if necessary, to meet FPL's legal obligation to provide service to its Customers.

## 5. Manual Disconnect Switch

- U.L.1741 Listed, inverter-based Tier 1 customer-owned renewable generation systems do not require a customer-installed manual disconnect switch.
- 5.2 Other outcomer-owned Tier 3 renowable generation systems that are not U.L. 1741 inverter based. FPL shall require the Customer to install, at the Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-twined receivable generation and any Customer wining connected to FPL's system. The manual disconnect switch shall be incurred separate from, but adjacent to, the FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be signified of being locked in the open position with a single FPL utility publick.
- 5.3 In the event that FPL has determined with respect to the Chartener-owned renewable generation that the installation of a manual disconnect switch or switches adjacent to EPL's meter socket would not be practical from a safety perspective und/or design considerations in accordance with good engineering practices, and FPL and the customer agree upon a location on the customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.2 above, each manual disconnect switch shall be mounted separate from FPL's meter socket at a location agreed to by the Customer and FPL, and the customer shall sustall a permanent weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch or switches.

## 6 Disconnection / Reconnection

6.1 FPL may open the manual disconnext switch, if available, or disconnect the Customer's meter, pursuant to the conditions set forth in Section 6.2 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessaristing such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessaristing disconnection has been remoded.

(Continued on Short No. 9.052)

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

First Revised Sheet No. 9.052 Cancels Original Sheet No. 9.052

(Continued from Sheet No. 9-051)

- 6.2 FPL has the right to disconnect the Customer-owned enewable generation at any time. This may result for the following
  - a) Emergencies or maintenance requirements on FPL's system;
- b) Hadardous conditions existing on FFL's system due to the operation of the Customer's generating or protective equipment as determined by FPL; and
- c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL.

## 7. Medifications/Additions to Customer-owned Renewable Generation

- 7.1. If the Customer-owned reservable generation system is subsequently modified in order to increase its Gross Power Reling, the Customer must notify FPL by submitting a new application and Interconnection Agreement specifying the modification at least thirty (30) calendar days prior to making the modification.
- 7.2. If the Customer adds another Customer-owned renewable generator system which (,) Utilizes the same utility inter-active inverter, or other device certified purmant to Section 5.1 above, for both systems; and ii.) Utilizes a separate utility interactive inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (30) calendar days notice prior to installation.
- In the bound way Customer modifications or additions result in the input to any FTL meter so as to qualify as a Tier 2 or Tier Agysten, then all terms and conditions, including appropriate notice, of the Interconnection Agreement for Yor 2 or Tier 3
- 7.4 The interconnection Agreement which applies in instances described in Sections 7.1, 7.2, and 7.3 above shall be determined by the combined gross power rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new loterconsection Agreement. In no event shall the maximum output of the Cantomer-owned generation system(s), which is connected to the FPL meter exceed 2 MW Gross Power Rating.

### 8. Indemnity

- 8.1 Customer, to the extent pennisted by law without waiving or limiting any defense of sovereign immunity, shall indemnify, hold harmless and defend FPL from and against any and all judgments, losses, damages, chains relating to injury to or death of any person or damage to property, (including the Customer-owned renewable generation system), fines and penalties, south and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPL. Nothing herein shall be intended to sorve as a wayver or limitation of Castomar's sovereign insmulty defense as allowed by law.
- 8.2 FPL shall indennify, hold harniless and defined Costomer from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FPL's transmission system), fines and penalties. costs and expenses urising out of or multing from the operation of FPL's system, except in three maturees where such loss is due to the negligent action or inactions of the Customer.

(Continued on Sheet No. 9.053):

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

Second Revised Sheet No. 9.053 Cancels First Sheet No. 9.053

(Continued from Short No. 9 052)

## 9. Limitation of Liability

9.1 Liability under this Interconnection Agreement for any loss, nost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or emission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indomnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

#### 10. Assignment

- 10.1 The Interconnection Agreement shall be assignable by either Party upon thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be turnesconably withheld or delayed.
- 10.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement, or execute a new Interconnection Agreement.

### Insurance

11.1 FPL recommends that the Customer maintain Liability Insurance for Personal Injury and Property damage in amount of not less than \$100,000 during the entire term of this Interconnection Agreement to the extent permitted by law. For government entiries, the policy coverage shall not exceed the entiry's maximum liability entablished by law.

## 12. Renewable Energy Certificates

12.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned energyable generation equipment, any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

### 13. Lease Agreements

- 13.1 The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.
- 13.2 The Customer shall not enter into any lease agreement that results in the retail purchase of electricity, or the retail sale of electricity from the Customer-owned renewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Customer has extered such an agreement, the Customer shall be in breach of this Interconnection Agreement and the lessor may become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

## 14. Dispute Resolution

14.1 Disputes between the Parties shall be landled in accordance with infraction 11 of Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-award renerable generation.

## 15 Effective Date

15.1 The Customer must execute this Interconnection Agreement and return it to FPL at least thirty (30) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

### 16. Termination

16.1 Upon termination of this Interconnection Agreement, FPI, shall open and pudlock the manual discourant switch, if applicable, and associated FPI, equipment. At the Customer's expense, the Customer agrees to permanently discourant the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the discourant procedure has been completed.

(Continued on Sheet No. 9.053.1)

Original Sheet No. 9.053.1

(Continued from Sheet No. 9.053)

# 17. Amendments to Florida Public Service Commission Rules

17.1 FPL, and Customer recognize that the Florida Patific Service Commission rules may be amended from time to time. In the event that Florida Pathlic Service Commission rules are modified, FPL and Contenue agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the anunded Florida Public Service Communion rules.

# 18 Entire Agreement

18.17his interconnection Agreement supersedes all previous agreements or representations, wither written or igal, burefoliosizi, efficit between FPL and the Customar, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties bereto.

## 19. Governmental Entities

19.1 For these customers, which are government entities, provisions within this agreement will apply to the extent the agency is little logally barred from executing such provisions by State or Federal law.

(Continued on Short No. 9 054)

First Revised Sheet No. 9.054 Cancels Original Sheet No. 9.054

	(Cortinued from Short No. 9:053.1)
IN WITNESS W above written.	HEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed the day and year fi
CUSTOMER	
	(Signature)
(Pri	int or Type Name)
Title	
FLORIDA POW	ER & LIGHT COMPANY
(S	(grature)
(Print	t or Type Name)
Title:	
The completed ago	nvement may be submitted to FFL by:
E-mail - scan and	te-mail to Netmetering@fpt.com
	Net Metoning. FPL - CSF/SCS 4200 West Flagler Street Misens, FL 33134
FAX - 305-352-2	773

Second Revised Sheet No. 9.055 Cancels First Sheet No. 9.055

		Interconnection Ag Tier 2 – Great	reement for Cust or than 10 kW an				
This	Agre	sement, is made and entered into this	day of	The second		20	, by and between
22-	1000	Zur-obertettantkilikk-vindski viskeri S-	("Customer")	with an addre		SOURCE & A	CHEE CHARLES
(°F	P1,"),	a Florida corporation with an address of	700 Universe Boule WITNE	evard, Juno Be			IGHT COMPANY
		EAS, the Customer has requested to inte- spul to 100 kW AC, to FPL's electrical i					0 KW AC and less
		THEREFORE, for and in consideration et as follows:	of the mutual cove	matrix and agree	rements benun set	forth, the Parti	ee hereto covenant
1		Initions  Gross Power Rating means the total arrawable generation system that will invertex-based systems, the AC name surroplate generating capacity by 0.85	he interconnected plate generating of	to and opera	re in parallel with he estimined by	FPL's distrib multiplying the	ntion facilities. For total installed DC
	1.2	Capitalized Terms shall have the men interconnection and Not Metering of O				menission Rule	25-6.065 F.A.C
2,		Continues owned renewable generation a) does not exceed 90% of the b) is greater than 10 kW AC a	Customer's utility	distribution s	eryice rating; and		
	Gro 2.1 2.2	그 그 사이를 하는 가능하면 환경하다. 사람들이 하는 사람들이 하게 되었다면 하다.	ay an application f	ee of \$400 for	this Tier 2 Custon		
3.	3.1	cral Responsibilities of the Parties Customer-owned renewable generation a manufacturer to a nationally recog laboratory for continuous interactive or and standards of IEEE 1547, IEEE 15 owned renewable generation complies requirement for a written report.	mized testing and peration with an ab 47.1, and UL 1741 with the foregoin	certification   ectric distribution   The Custom g standards T	laboratory, and had no system in con- ser shall provide a the manufacturer's	as been tested apliance with to written report specification at	and listed by the he applicable codes that the Customer- sets will satisfy this
	32	Costomer-owned renewable generation Section 3.1 above, that performs the fur electric and in the event the electric an	nction of automatic				
		The Customer shall be responsible for devices, and other system components the FPL system in delivering and rest generation equipment is impected, mai it is operating correctly and safely.	from damage from oring power, and manned, and tested	the normal ar shall be respo I in accordance	nd abcormal condi- naible for ensuring a with the manufac-	tions and open g that Custome mater's instruc-	stiens that occur on n-owned reservable fonts to exister. that
	3.4	The Customer agrees to provide Local shall reflect that the local code officia and has met all electrical and reschanic	has inspected as				
			(Commed on 5	Deet No. 9 056	10		

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 9.056

### (Continued from Short No. 9.055)

- 3.5 The Customer shall notify FPL at least ten (10) calendar days price to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.
- 3.6 Within ten (10) business days of receipt of the Customer's application; FPL shall provide written notice that it has received all documents required for interconnection or indicate how the application is deficient. Within ten (10) business days of receipt of a completed application, FPL, shall provide written notice verifying receipt of the completed application and in the event FPL elects to inspect the Tier 2 Customer-owned renewable generation, written notice shall also include dates for any physical impection (as set forth in Section 4.3, hereto) and inspection of documents use set forth in Section 4.4, hereto) necessary to ensure compliance with this Interconnection Agroement and necessary for FPL to confirm compliance with Florida Public Service Commission Rule 25-6 065 F.A.C. Interconnection and Net Metring of Contonner-owned renewable generation.
- 3.7 The Interconnection Agreement shall be exceeded by FPL within thirty (30) calendar days of receipt of a completed application.

### Impection and On Going Compliance

- 4.1 At FPL's election, FPL shall have the right to impect the Tier 2 Customer-owned renewable generation. All initial physical impections and irreportion of the Customer's documents must be completed by FPL within thirty (30) calendar days of receipt of the Customer's executed interconnection Agreement. If the irreportions are delayed at the Customer's request, the Customer shall contact FPL to exchedule an impection FPC shall reachedule the irreportion within tin (10) business days of the Customer's request. Physical irreportions and impection of documents must be completed and approved by FPL prior to communication of services of the Customer-owned outcomes generation system.
- 4.2 Any impection or observation by FPL shall not be deemed to be or constitued as any representation, assurance, guarantee, or warranty by FPL of the safety, durability, suitability, or reliability of the Customer-owned Renewable Generation or any associated control, protective, and safety devices owned or controlled by the Customer or the quality of power produced by the Customer-owned renewable generation.
- 4.3 FPL shall have the right to impact Customer-owned renewable generation and its component equipment to ensure compliance with this Interconnection Agreement. FPL's system inspections shall include, but shall not be limited to:
  - s) any installed manual discornect switch, as applicable,
  - b) FPL's metering equipment.
  - c) Any additional metering equipment installed by Customer, and
  - (i) Customer utility-interactive inverter, protective device or other similar devices for compliance to applicable code and standards, as described in this Interconnection Agreement.
- 4.4 FPL shall also have the right to review Customer documents to ensure compliance with this Interconnection Agreement. FPL shall have the right to, at a minimum review.
  - technical design parameters of the system and the manufacture's installation;
  - b) operation and maintenance instructions to more compliance with IEEE and UL standards,
  - g) local inspection and certifications, and
  - d) other documents associated with specific initialiations.
- 4.5 FPC will provide Contener with as much notice as reasonably practicable, either in writing, e-mail, factoriale or by phone as to when FPE, will conduct importion under document review. Upon manual describes, or at any time without notice in the event of an emergency or hazardous condition, FPE, shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an importion or disconnection, or, if necessary, to most FPE's legal obligation to provide service to its Customers.

(Continued on Sheet No. 9,057)

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

Effective: October 1, 2008

Second Revised Sheet No. 9.057 Cancels First Revised Sheet No. 9.057

(Continued from Sheet No. 9.056)

## 5. Manual Disconnect Switch

- 5.1 FFL shall require the Customer to install, at the Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-owned rearrestile generation and any Customer wiring connected to FFL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FFL meter socket. The Customer shall ensure that such manual disconnect switch shall perman readily accessible to FFL and be capable of being locked in the open position with a single FFL utility pullock.
- 5.2 In the event that FPI, has determined with respect to the Customer-owned renewable generation that the installation of a manual doccurrent switch or switches adjacent to FPI,'s meter socket would not be gractical from a safety perspective and/or design considerations in accordance with good engineering practices, and FPI, and the Customer agree upon a location on the Customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.1 above, each manual disconnect switch shall be mounted separate from FPI,'s meter socket at a location agreed to by the Customer and FPI, and the Customer shall install a permanent worther-proof plaque adjacent to FPI,'s meter socket indicating the location of the manual disconnect switch or switches.

### 6. Disconnection / Reconnection

- 6.1 FPL may open the manual discounsed switch pursuant to the conditions set forth in Section 6.3 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. Yo the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.
- 6.2 Upon notice by FPL, the Customer shall be solely responsible to disconnect the Customer-owned renewable generation and Customer's other equipment if conditions on the FPL distribution system could adversely affect the Customer-owned renewable generation. FPL will not be responsible for damage to the Customer-owned renewable generation system due to adverse effects on the distribution system. Reconnection will be the Customer's responsibility and will not require an additional application.
- 6.3 FPL has the right to disconnect the Customer-owned renowable generation at any time. This may result for the following research
  - a) Emergencies or maintenance requirements on FPL's system,
  - Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective operation of determined by FPL;
  - c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Outcomer-owned renewable generation as determined by FPL; and
  - d) Fightre of the Customer to maintain the required insurance coverage as stated in Section 11.1 below.

## 7. Modifications/Additions to Customer-owned Renewable Generation

- 7.1 If the Customer-owned renewable generation is subsequently modified in order to increase in Gross Power Rating, the Customer rated notify FPL by solvatining a new application and Interconnection Agreement specifying the modification at Jesut thirty (30) days prior to making the modification.
- 7.2 If the Customer adds another Customer-owned senewable generation which: i.) utilizes the same utility inter-active invertes, or other device certified pursuant to Section 3.1 above, for both systems, or ii.) stilizes a separate utility inter-active invertes, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (30) calendar days notice proc to installation.

(Continued on Sheet No. 9 (018)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

First Revised Sheet No. 9.058 Cancels Original Sheet No. 9.058

(Continued from Sheet No. 9:057)

- 7.3 In the event any Customer medifications or additions result in the input to any FPI, motor so as to qualify as a Tier 3 systems, then all terms and condition, including appropriate notice, of the interconnection Agreement for Tier 3 systems shall apply. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPI, meter exceed 2 MW.
- 7.4 The interconnection Agreement which applies in instances described in Sections 7.1, 7.2, and 7.3 above shall be determined by the combined Gross Power Rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall salement a new application to FPL and shall enter into a new Interconsection Agreement.

### 8. Indemnity

- 8.1 Customer, to the extent permitted by law without waiving or limiting any defense of sevenign immunity, shall indenzully, hold hamdess and defend FPL from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to properly (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPL. Nothing herein shall be intended to serve as a waiver of limitation of Customer's sovereign immunity defense as allowed by law.
- 8.2 FPL shall indennify, told harmless and defend Customer from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FPL's system, except in those instances where such loss is thus to the negligent action or inactions of the Customer.

## 9 Limitation of Liability

9.1 Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable atterney's fees, relating to or arising from any set or mission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incored. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

## 10. Assignment

- 10.1 The Interconnection Agreement shall be assignable by either Party upon thirty (30) calendar days' notice to the other Party and written consent of the other Party, which consent shall not be successorably withhold or delayed.
- 10.2 An assignce to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement, or execute a new Interconnection Agreement.

## 11. Insurance

11.1 The Customer agrees to provide and maintain general liability insurance for personal and property damage, or sufficient guarantee and proof of self-insurance, in the amount of not less than \$1 million during the entire period of this Interconnection Agreement, to the extent permitted by law, traital proof of insurance shall be in the form of a copy of the policy or certificate of insurance attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection. For government entities, the policy coverage shall not exceed the entity's measurem liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

(Continued on Short No. 9.059)

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

First Revised Sheet No. 9.059 Cancels Original Sheet No. 9.059

(Continued from Sheet No. 9.058)

## 12 Renewable Energy Certificates

12.1 The Customer shall return any Renewable Energy Certificates associated with the electricity produced by their Customerowned introvable generation equipment, any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

#### 13. Leave Agreements

- 13.1 The Customer shall provide FPE a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.
- 13.2 The Customer shall not enter into any lease agreement that results in the retail purchase of electricity, or the retail sale of electricity from the Customer-owned renewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection Agreement and the lessor may become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

## 14 Dispute Resolution

14.1 Disputes between the Parties shall be handled in accordance with subsection 11 of Rule 25-6:065 F.A.C. – Interconnection and Net Metering of Customer-Owned Renovable Generation.

### 15. Effective Date

15.1 The Customer must execute this listeroconection Agreement and seturn it to FPL at least thirty (50) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the interconnection Agreement.

## 16. Termination

16.1 Upon termination of this Interconnection Agreement, FPL shall open and padlock the manual disconnect awatch, if applicable, and remove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer owned renewable generation and associated equipment from FPL's electric service gnd. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

### 17 Amendments to Florida Public Service Commission Rules

17.1 FPL and Customes recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

## 18 Entire Agreement

18.1 This Interconnection Agreement supersedes all previous agreements or reprosentations, either within or end, herotofore in effect between FPI, and the Customer, made in respect to matters bearin contained, and when daily executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

## 19. Governmental Entities

19.1 For these customers, which are government emittes, provisions within this agreement will apply to the extent the agency is not logally bound from executing such provisions by State or Federal low.

(Continued on Sheet No. 9-060)

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

FLORIDA POWER & LIGHT COMPANY	Original Sheet No.9.060
(Continued from Sheet No. 9.05	9)
IN WITNESS WHEREOF, the Parties hereto hav'e caused this Interconnection A above written.	greement to be duly executed the day and year first
CUSTOMER	
(Segmatate)	
(Print or Type Name)	
Title:	
FLORIDA POWER & LIGHT COMPANY	
(Signature)	
(Print or Type Name)	
Title	
The completed agreement may be submitted to FPL by:	
E-mail - scan and e-mail to Netmetering@fpl.com	
Mail - send to: Net Metering FPL - CSF/SCS 4200 West Flagler Street Miami, FL 33134	
FAX - 305-552-2275	

Second Revised Sheet No. 9.965 Cancels First Revised Sheet No. 9.065

		greenent for Customer-Owned Renewal rater than 100 kW and Less than or Equ	
This Age	coronat, is made and entered into this	day of	, 20 by and between
		("Customer"), with an address of	
11000000			VER & LIGHT COMPANY ("FPL"), a
Plonida	responsition with an address of 700 Univers	e Booleyard, Juno Bouch, FL 33408-0429 WITNESSETH:	
	MANAGEMENT CONTROL OF THE CONTROL OF	WILNESSEIN	
	EAS, the Customer has requested to inter- to 2 MW AC, to FPL's electrical service y		enoration, greater than 100 kW AC and less than reation.
	THEREFORE, for and in consideration follows:	of the matual coverants and agreements	herein set forth, the Parties hereto covernant and
1 De	finitions		
	For the purposes of this interconnection	agreement only, the following terms shall	be defined as follows:
1.1	Point of Interconnection/Change of metering cabinet where FFL's meter is		estomer's wring is consected to the logs in the
1.2	Interconnection/Change of Ownership.		al aquipment on FPL's side of the Point of or apprades that are necessary to physically are one system.
313	industry during the relevant time period light of the facts known at the time i mascrable cost consistent with good by	f, or any of the practices, methods and act the docision was made, could have been miness practices, reliability, safety and e- method, or act to the exclusion of all other	r approved by a significant portion of the electric s which, in the exercise of rescondule adjunction is expected to accomplish the desired result at appearing. Product Utility Practice is not intende to, but suther to be acceptable practices, methods
1.4			and Electronics Engineers (IEEE), the Florid lity Council (NERC) and the Federal Energ
1.5	Acceptable Level of Inquact to FPL's electric system:	Flectric System - The proposed immo or to its Customers.	renoction door not have a negative impact on fi
1.6	renewable generation system that we inverter-based systems, the AC nam-	ill be interconnected to and operate in	oring equacity of an analite contents connect parallel with FPL's distribution facilities. For louisted by multiplying the total installed DC for conversion from DC to AC.
1.7		to meanings set forth in Florida Public untorner-Owned Renewable Generation.	Service Commission Rule 25-6.065 F.A.C.
2 66	otomer Ouslification and Fees		
	Customer-evenud renewable peneration a) does not exceed 90% of the	shall have a Gross Power Rating that Customer's utility distribution service sat and less than or equal to 2 MW AC.	ing; and
	Gross Power Rating for the Oustomer-	owned neuwoble presentions is	EW AC.
2.7	In order to commence the process for in	nerconnection, Customer shall provide 17	L a completed application.
2.5	interconnection request. This applicati	on fee shall cover the cost for processin suital review and screens of the propose	is Tior 3 Customer-owned renewable generation g the Customer's application and the cost of the of interconnection's impact on the FPL's electric

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 9,066

### (Continued from Sheet No. 9.065)

2.4. In the event the Custemer-owned tonewable generation does not pass the Fast Track Screens and the Custemer elects to proceed with an Interconnection Study, as described in Section 8, hards, the Custemer shall be nagated to pay an Interconnection Study fee of \$2,000.00. To the extent the actual costs of the Interconnection Study total less than \$2,000, the difference between the Interconnection Study fee and the actual costs will be refunded to the Custemer within thirty (36) calendar days with no interest.

#### 3. General Responsibilities of the Parties

- 3.1 Costomer-event renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741. The Customer shall provide a written report that the Customer-owned renovable generation complies with the foregoing standards. The manufacturer's specification sheets will satisfy this requirement for a written report.
- 3.2 Customer-owned renovable generation shall include a utility-interactive inventor, or other device contified pursuant to Section 3.1 above, that performs the function of automatically isolating the Cudomer-owned generation apapearst from the electric grid in the event the electric grid loses power.
- 3.3 The Customer shall provide FPL with a one-line diagram depicting the Customer-owned renewable generation and matering equipment, to be set forth in Attachment I to the Interconnection Agreement and made a part hereof.
- 3.4 The Customer shall be responsible for protecting its Customer-ewined innersable generation equipment, invertors, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on FPL system in delivering and restoring power, and shall be responsible for innuing that Cistomer-ewined renewable generation equipment is imported, maintained, and tested in accordance with the manufacturer's instructions to insure that it is operating correctly and safely.
- 3.5. The Customer agrees to provide Local Building Code Official inspection and contification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted and has been approved and has met all electrical and mechanical qualifications.
- 3.6. The Customer shall notely FPL at least ten (10) calendar days prior to instally placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.
- 3.7. Within ten (10) business days of receipt of the Customer's application, FPL shall provide written notice that it has received all documents required for interconnection or indicate how the application is deficient. Within ten (10) business days of receipt of a completed application, FPL shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical improves (as set forth in Section 4.3, hunter and importion of documents (as set forth in Section 4.4, hento) nocessary to ensure congliance with this interconnection Agreement necessary for FPL to confirm compliance with Florida Public Service Commission Rafe 25.6.665 F.A.C. Interconnection and Net Metering of Casamer-owned innovable generation.
- 3.8. The interconnection Agreement shall be executed by FPC, within thirty (36) calendar days of receipt of a completed application. If FPL determines that an interconnection Study is necessary for a Customer, FPL shall concurs the interconnection Agreement within ninety (36) calendar days of a completed application.

(Continued on Short No. 9.067)

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

Effective: October 1, 2008

Second Revised Sheet No. 9.067 Cancels First Revised Sheet No. 9.067

(Continued from Sheet No. 9.066)

## 4 Inspection and On-Going Compliance

- 4.1. All initial physical inspections and inspection of Customer's documents must be completed by FPL within thirty (30) colonder days of receipt of the Customer's executed Interconnection Agreement. If the inspection is delayed at the Customer's request, the Customer shall contact FPL to reschedule an inspection. FPL shall reschedule the inspection within ten (10) business days of the Customer's request. Physical inspection and impection of documents must be completed and approved by FPL paser to commonwement of service of the Customer-owned national approach.
- 4.2 Any inspection or observation by PPL shall not be deemed to be or constraed as any representation, assumance, guarantee, or warranty by FPL of the sofety, durability, satisfaily, or reliability of the Costomer-owned Renovable Generation or any associated control, protective, and safety devices award or controlled by the Customer or the quality of power produced by the Customer-owned Renovable Generation.
- 4.3. PPL shall have the right to import Customer-owned renewable generation and its component equipment to ensure compliance with this Interconnection Agreement. FPL's system inspections shall include, but shall not be limited to:
  - any installed manual disconnect switch, as applicable;
  - b) FPL's metering equipment.
  - e) Any additional metering equipment installed by Customer, and
  - d) Customer utility-interactive inverter, protective device or other similar devices for compliance to applicable code and standards, as described in this Interconnection Agreement.
- 4.4. FPL shall also have the right to review Customer documents to ensure compliance with this Interconnection Agreement. FPL shall have the right to, at a minimum project.
  - a) Sechnical design parameters of the system and the manufacture's installation;
  - 8) operation and maintenance instructions to ensure compliance with WHE and UL standards;
  - e) local inspection and certifications; and
  - d) other documents associated with specific installations.
- 4.5. FPL will provide Customer with as much notice as reasonably practicable, either in writing, e-mul, facsimile or by phose as to when FPL, will conduct impection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to must FPL's legal obligation to provide service to its Customers.

### 5. Manual Disconnect Switch

- 5.1 FPL shall require the Customer to install, at the Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.
- 5.2 In the event that FPL has determined in respect of the Customer-owned renewable generation that the initialistics of a manual disconnect switch or switches adjacent to FPL's meter socket would not be practical from a safety perspective and/or design considerations in accordance with good engineering practices, and FPL and the Customer agree upon a location on the Customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.1 above, each manual disconnect switch shall be insured separate from FPL's moter sucket at a location agreed to by the Customer and FPL, and the Customer shall initial a permanent weather-proof plaque adjacent to FPL's meter sucket indicating the location of the manual disconnect switch or switches.

(Continued on Short No. 9.968)

Issued by: Tiffany Coben, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

First Revised Sheet No. 9.068 Cancels Original Sheet No. 9.068

## (Costmood from Sheet No. 9.007)

### 6 Disconnection / Reconnection

- 6.1. FPL may open the manual disconnect switch pursuant to the conditions set forth in Section 6.3 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.
- 6.2 Upon notice by FPL, the Customer shall be solely responsible to disconnect the Customer-owned renewable generation and Customer's other equipment if conditions on the FPL distribution system could adversely affect the Customer-owned renewable generation. FPL will not be responsible for damage to the Customer-owned tenewable generation system due to adverse effects on the distribution system. Reconnection will be the Customer's responsibility and will not require an additional application.
- 6.3 FPI, has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons:
  - a) Emergencies or maintenance requirements on FPL's system;
  - Hanardous conditions existing on FPL/s system due to the operation of the Customer's generating or protective equipment as determined by FPL;
  - Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL; and
  - d) Failure of the Customer to maintain the required immrance coverage as stated in Section 13.1 below.

## 7 Modification/Additions to Costoner-owned Renewable Generation

- 7.1. If the Customer-owned renewable generation is subsequently modified in order to increase its Gross Power Bating, the Customer must notify FPL by submitting a new application and Interconnection Agreement specifying the modification at least thirty (30) calendar days prior to making the modification.
- F.2. If the Costomer adds another Customer-owned renewable generation system which: i.) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems, or ii.) utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (90) calendar days notice prior to installation.
- 7.3. The Interconnection Agreement which applies in instances described in Sections 7.1 and 7.2 above shall be determined by the combined Gross Power Rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW.

### 8. Interconnection Study Process

- R. I. Fast Track Screens
  - 8.1.1. Fast Track Scroons, doscribed in Attachment 3 hereto, provide for an initial review of Customer's request for interconnection which evaluates whether the Customer's request exceeds an acceptable level of impact to the FPL electric system, consistent with product utility practice.
  - 8.1.2. In order to pass the Fast Track Severas, Cantoner's interconnection shall not exceed established inhanty enteria, as set forth in the Interconnection Study Process and shall not require construction of Interconnection Facilities and Distribution Upgrades on FPL's electric system.
  - 8.1.3. If the Castomer's interconnection request passes the Fast Track Screens, the Customer's request shall be approved and Customer will be provided an executable interconnection Agreement.

(Continued on Short No. 9 069)

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

First Revised Sheet No. 9.069 Cancels Original Sheet No. 9.069

(Continued from Sheet No. 9 068)

8.2 In those instances, in which the Customer-owned renewable generation does not pass the Fast Track Screens the Customer may elect to proceed with an interconnection Study. In general, the purpose of the interconnection Study will be to better determine what material adverse impacts the Customer-owned renewable generation has on the FPL system and what facilities will be required to resolve such impacts.

#### 8.3 Interconnection Study

- 8.3.1. The Interconnection Study Process shall be used by a Customer proposing to interconnect its certified Customer-owned renewable generation, in those instances in which such system did not pass the Fast Track Screens.
- 8.3.2. Upon Customer execution of the Interconnection Agreement, the Customer shall be obligated to pay for any and all costs for Interconnection Facilities and Distribution Opgrades identified in the Interconnection Study in order to interconnect the proposed Customer owned renewable generation.
- 8.3.3. The Interconnection Study fee shall be \$2,000.00 and will be invoiced to the Customer once it is determined that an Interconnection Study will be required. This determination will be made within ten (10) business days after a completed application is received. To the extent the actual costs of the Interconnection Study total less than \$2,000, the difference between the Interconnection Study fee and the actual costs will be refunded to the Customer within tharty (30) calendar days with no interest.

## 9. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

- 9.1. The Customer shall pay FPL for the actual cost of any and all FPL Interconnection Facilities and Distribution Upgrades, itemized in Attachment 2, required to implement this Interconnection Agreement. FPL shall provide a best estimate cost, including overheads, for the purchase and construction of FPL's Interconnection Facilities and Distribution Upgrades required and shall provide a detailed itemization of such costs.
- 9.2 The Customer shall be responsible for all reasonable expenses, including overheads, associated with: i.) owning, operating, maintaining, repairing, and replacing its own interconnection Facilities and other equipment, and ii.) operating, maintaining, repairing, and replacing FFL's Interconnection Facilities and Distribution Upgrades.
- 9.3 FPL shall design, prouse, construct, install and own the Interconnection Facilities and Distribution Upgrades, described in Attachment 2, required for FPL to implement this Interconnection Agreement. If FPL and the Customer agree, the Customer may construct Interconnection Facilities and Distribution Upgrades that are located on land owned by the Customer. The actual cost of Interconnection Facilities and Distribution Upgrades, including overheads, shall be directly assigned to and paid by the Customer.

### 10. Indemnity

10.1. Customer, to the extent permitted by law without warving or limiting any defense of sovereign immunity, shall indemnify, hold handless and defend FPL from and against any and all yadgreents, losses, damages, claims relating to injury to or death of any person or damage to property (including the Customer-owned renewable generation system), fines and penalties, soots and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where each loss is due to the negligent action or inactions of FPL. Nothing herein shall be intended to serve as a waiver or limitation of Customer's severige intensity defance as allowed by law.

(Continued on Sheet No. 9,070)

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

First Revised Sheet No. 9.070 Cancels Original Sheet No. 9.070

(Continued from Sheet No. 9,069)

10.2 FPL shall informally, hold harmfers and defend Customer from and against any and all judgments, losses, damages, claims relating to injury to or dooth of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arrang out of or resulting from the operation of FPL's system, except in those instances where such loss is due to the negligent action or inactions of the Customer.

#### 11. Limitation of Liability

11.1 Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable atterney's fees, relating to or arising from any act or omission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

## 12 Assignment

- 12.1 The Interconnection Agreement shall be assignable by either Party upon thirty (30) calendar days' notice to the other party and written consent of the other Party, which consent shall not be successenably withhold or delayed.
- 12.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement, or execute a new Interconnection Agreement.

#### Insurance

13.1 The Customer agrees to provide and mainten general liability insurance for personal and property damage, or sufficient guarantee and proof of self-insurance, in the amount of not less than \$2 million during the entire period of this Interconnection Agreement, to the extent permitted by law. Initial proof of insurance shall be in the form of a copy of the policy or certificate of insurance attached to this Interconnection Agreement evidencing the Homocowner's or other insurance policy in effect at the time of interconnection. For government entities, the policy coverage shall not exceed the entity a maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

## 14. Renewable Energy Certificates

14.5 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned reservable generation equipment, any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

## 15. Billing, Payment, and Financial Security

15.1 FPL shall bill the Customer for the design, engineering, construction, and procurement costs of FPL's Interconnection Facilities and Distribution Upgrades contemplated by this Interconnection Agreement on a monthly basis, or as otherwise agreed by the Parties. The Customer shall pay each bill within thirty (30) calendar days of receipt, or as otherwise agreed to by the Parties.

(Continued on Short No. 9.071)

Issued by: S. F. Romig, Director, Rates and Turiffs

First Revised Sheet No. 9.071 Cancels Original Sheet No. 9.071

### (Continued from Sheet No. 9.070)

- 15.2. Within three months of completing the construction and installation of FPE's Interconnection Facilities and Distribution. Upgrades, described in Attachment 2, required to implement this Interconnection Agreement, FPE, shall provide the Customer with a final accounting report of any difference between i.) the Customer's cost responsibility for the actual cost of such Interconnection Facilities and Distribution Upgrades, and ii.) the Customer's previous aggregate payments to FPL for such Interconnection Facilities and Distribution Upgrades. If the Customer's cost responsibility exceeds its previous aggregate payments, FPL shall invoice the Customer for the amount due, without interest, and the Customer shall make payment to FPL within thirty (30) calendar days. If the Customer's previous aggregate payments exceed its cost responsibility under this Interconnection Agreement, FPL shall refund to the Customer an amount equal to the difference, without interest, within thirty (30) calendar days of the final accounting report.
- 15.3. At least twenty (20) calendar days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of FPL's Interconnection Facilities and Distribution Upgrades, the Customer shall provide FPL, at the Customer's option, a guarantee, a surely bond, letter of credit or other form of security that is reasonably acceptable to FPL and is consistent with the Uniform Commercial Code of the junisdiction where the Point of Interconnection is located 3uch security for payment shall be in an amount sufficient to cover the casts for constructing, designing, procuring and installing the applicable portion of FPL's Interconnection Facilities and Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to FPL under this Interconnection Agreement during its term.
- 15.4. In accordance with Section 9.2 aloves, the Customer shall be billed by FPI, for operation, maintaining, reporting, and replacing FPI, a Interconnection Facilities and Duttibution Upgrades. The Customer shall be billed upon completion of such work by FPL, Customer shall make payment to FPI, within twenty (20) calendar days of the receipt of FPI, a bill.

## 16. Lease Agreements

- 16.1. The Customer shall provide FPL a copy of the lease agroement, as applicable, for any and all leased interconnection equipment.
- 16.2 The Customer shall not enter into any Jesse agreement that results in the retail purchase of electricity, or the retail sale of electricity from the Customer-owned sensewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection. Agreement and the Jessor may become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

# 17 Dispute Resolution

17.1. Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Communion Rule 25-6:065 F.A.C. - Internamentson and Net Metering of Customer-Owned Renewable Generation.

### 18: Effective Date

18.1. The Customer must execute this Interconnection Agrument and return it to FPL at least thirty (30) calendar days prior to hepirming parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

## 19. Termination

19.1. Upon termination of this interconnection Agreement, FPL shall open and padlock the minual disconnect switch, if applicable, and amove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

(Continued on Sheet No. 9,972)

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

First Revised Sheet No. 9.072 Cancels Original Sheet No. 9.072

	(Continued from Sheet No. 9.071)
20.	Amendments to Florida Public Service Commission Rules
	20.1 FPL and Customer recognize that the Florida Public Service Commission rules may be amended from time to time. In: 0 event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace th Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Publi Service Commission rules.
11.	Notices .
	21.1 This Interconnection Agreement, any written notice, demand, or request required or authorized in connection with the Interconnection Agreement shall be deemed properly given if delivered in person, delivered by recognized national countervice, or sent by first class mail, postage prepaid, to the person specified below.
12	Entire Agreement
	22.1 This Interconnection Agreement supersedes all previous agreements or representations, either written or onal, berefofore in effect between FPL and the Customer, made in respect to mattern herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.
13.	Governmental Entities
	23.1 For those customers, which are government entities, provisions within this agreement will apply to the extent the agency is to legally buried from executing such provisions by State or Federallaw.
	logally buried from executing such provisions by State or Federal law.
	logally buried from executing such provisions by State or Federal law.
	logally buried from executing such provisions by State or Federal law.
	logally buried from executing such provisions by State or Federal law.
	legally barred from executing such provisions by State or Federallaw.  CUSTOMER:
	legally barred from executing such provisions by State or Federallaw.  CUSTOMER:
	legally barred from executing such provisions by State or Federallaw.  CUSTOMER:
	logally barred from executing such provisions by State or Federallaw.  CUSTOMER:

FLORIDA PO	WER & LIGHT COMPANY	Original Sheet No. 9.072.1
	(Continued from Sheet	No. 9.072)
IN WITNESS V above written	WHEREOF, the Parties hereto have sourced this Interconnecti	on Agreement to be duly executed the day and year first
FLORIDA PO	WER & LIGHT COMPANY	
	Signature)	
	nt or Type Name)	
Title		
CUSTOMER		
	(Signature)	
	Print or Type Name)	
Title		
Witness		
(Print	t or Type Name)	
Title		
The completed a	greement may be submitted to FPL by:	
E-mail - scan as	d e-mail to Netmetering@fpi com	
Mail + nend to:	Senior Manager, Wholesale Services FPL - TSP/LFO 4200 West Flagler Street Miami, FL 33134	
Phone - 305-44	2-5199	
FAX - 305-552	2275	

Issued by: S. F. Romig, Director, Rates and Tariffs Effective: February 20, 2014

FLORIDA POWER & LIGHT COMPANY	Original Sheet No. 9.073
ATTACHMENT 1 - INTERCONNECTION AGREEMENT FOR CUSTON	IFR.OWNED RENEWABLE GENERATION TIER 3
ONE-LINE DIAGRAM DEPICTING THE CUSTOMER-OWNED RE	
EQCIPMENT	

Issued by: S. F. Romig, Director, Rates and Turiffs Effective: October 1, 2008

177.100100			
		CUSTOMER-OWNED RENEWABLE GENERATION 1	
FPL'S II	EST ESTIMATE OF CUSTOMER'S RESPONSIB DISTRIBUTION UPGRAD	BLITIES FOR INTERCONNECTION FACILITIES AND SES TO BE PAID TO FPI.	,

Original Sheet No. 9.074

Issued by: S. F. Romig, Director, Rates and Tariffs Effective: October 1, 2008

Original Sheet No. 9.075

### ATTACHMENT 3- INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE GENERATION TIER 3

### FAST TRACE SCREENS

## 1 Applicability

The Fast Track Screens process is available to a Customer proposing to interconnect its Customer-isward renewable generation. Tier 3 system with PPL's system and if the Customer's proposed Customer-owned renewable generation system meets the codes, standards, and certifications requirements of the Interconnection Agreement.

#### 2 Initial Review

Within ten (10) burniers days after FFL receives a completed applicant on FFL shall perform an initial review using the accepted set forth below, shall notify the Customer of the results, and shall include with such notification copies of the analysis and data underlying FPL's determinations under the screens.

#### 2.1 Screens

- 2.1.1 For interconnection of a proposed Customer-covard renewable generation system to a rachal distribution circuit, the aggregated generation, including the proposed Customer-owned renewable generation, on the circuit shall not exceed 15 % of the line section annual peak load as most recently measured at the substation. A line section is that portion of PPL's electric system connected to a Customer bounded by automatic sectionalizing devices or the rold of the distribution line.
- 2.1.2 For interconnection of a proposed Customer owned renewable generation system to the load side of spot network protestors, the Customer-owned emewable generation system must ablize an equipment package in compliance with the terms of the Interconnection Agreement.
- 2.1.3 The proposed Currence council receivable generation system, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 % to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed Point of Interconnection/Change of Ownership.
- 2.1.4 The proposed Oustomer-owned renewable generation system, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, five cutous), and line reclosers), or Customer equipment on the system to exceed 87.5% of the short circuit interrupting capability, nor shall the interconnection be proposed for a circuit that already exceeds 87.5% of the short circuit interrupting capability.
- 2.1.5 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Curtomer, including line configuration and the transformer connection to limit the potential for creating over-voltages on FPL's electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line		
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen	
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line- to-neutral	Pass screen	

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Effective: October 1, 2008

First Revised Short No. 9.076 Cancels Original Sheet No. 9.076

(Continued from Sheet No. 9.075)

- 2.1.1 If the proposed Costomer-owned contrastic generation system is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Customer-owned renowable generation system, shall not exceed 90% of the Customer's unlity distribution service rating.
- 2.1.2 If the proposed Costumer-owned renewable generation system is single-phase and is to be interconnected on a center tap neutral of a 240-volt service, its addition shall not create an imbalance between the two sides of the 240-volt service of more than 20 % of the namephate rating of the service transformer.
- 2.1.3 The proposed Conformer-owned remewable generation system, in aggregate with other generation uninterconnected to the transmission side of a substation transformer feeding the circuit where the Constones -owned remewable generation system proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating unit located in the general electrical vicinity (e.g., three or four transmission biases) from the Point of Interconnection-Charge of Ownership).
- 2.1.4 No construction of facilities by FPL on its own system shall be required to accommodate the Customer-owned renewable generation system.
- 2.2 If the proposed interconnection passes the Fast Track Screens, the interconnection request shall be approved and FPL will provide the Customer an executable Interconnection Agreement within ten (10) business days after each determination.

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Effective: February 20, 2014

Second Revised Sheet No. 9,100 Cancels First Revised Sheet No. 9,100

				FPL Account N FPL Work Char	5.500 S. V.
	STREE	TLIGHTING	AGREEMENT		
in accordance with the follow	ng terms and conditions.			the equation of	alled the Customer), requests
on thisday of	tion FLORI	DA POWER & LI	IGHT COMPANY (hereir		a corporation organized and
existing under the laws of the State of	f Florida. the following in	stalistion or modi	fication of street lighting	facilities at (pene	niii boundaries):
	_				_
located in	Florida.				
(sity/county) (a) Installation und/or removal of FI	Or named facilities design	and the Market			
<ul> <li>(a) Installation and/or removal of Fi Lights V</li> </ul>		SEG BE GROWN		Ligres Remove	
	e Type # Instal	led	Fixture Rating	Fixture Type	# Removed
0.00		123	En Committee	de la	-265
		7			
S. S.					- 155
Poles installed	Poles Removed	the state of the s	Conductors Installed		Conductors Removed
Pole Type # Installed	Pole Type #R	ernoved	Feet not Under	Paving	Feet not Under Paving
==			Feet Under Pr	eving	Feet Under Paving
(t) Modification to existing facilities	Was then despited at	and the state of the state of	50		
tto socialization to ensure record	Oner man described au	(see (extreme) year)			
§					
That, for and in consideration of	the covenants set forth t	erein the porties	Terreto covernent and ac	ove as follows:	
PL AGREES:	A	to be to the party	The same of the sa	Page 1997 Control	
To install or modify the sheet is Customer the electric energy or Agreement, all in accordance Commission (FPSC) or any suc	ecessary for the operation with the terms of FPL	on of the Streek L s currently effect	Lighting System, and for tive street lighting rate	mish such other:	services as are specified in th

Issued by: S.E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

First Revised Sheet No. 9.101 Cancels Original Sheet No. 9.101

(Centirssed from Short No. 9 100)

#### 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 sketting energy used for the operation of the Street Lighting System.
- 4. To be insponsible for paying, when due, all bills rendered by FPL parament to FPL's currently effective street 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 assertents, suitable construction drawings showing the location of coasting and proposed structures, schridication of all non-FPL suidoground facilities within or near pole or trench locations, and appropriate plan necessary for planning the dough and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any cleaning, comparing, removal of sharps or other obstructions that conflict with construction, and drainage of rights of-way or ensurem negated by FPL to accommodate the street lighting facilities.

#### IT IS MUTUALLY AGREED THAT:

- Modifications to the facilities provided by FPI, under this agreement, other than for maintenance, may only be made fluorigh the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPI, street lighting facilities is defined as the following:
  - a. the addition of street lighting facilities,
  - b. the removal of street lighting facilities; and
  - the removal of street 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 street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easuments to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
- FPL may, at any time, substitute for any luminare lamp installed harounder another furnished amplitude which shall be of at least agest distributing capacity and efficiency.
- 10. The Agreement shall be for a term of ten (10) years from the date of immation 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 expansion of any extension thereof. The date of imitation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement shall be extended automatically beyond the initial ten (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.
- 11. In the event steer 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 original installed cost of the facilities provided by FPL under this agreement less any subage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.

(Continued on Sheet No. 9.102)

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Effective: March 7, 2003

Second Revised Sheet No. 9.102 Cancels First Revised Sheet No. 9.102

(Centinual from Shurt No. 9.101)

- 12. Should the Customer fail to pay any bills due and sendered pursuant to this agreement or offerwise fail to perform the obligations contained in this Agreement, send obligations being material and going to the exsence of this Agreement, FFE may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has faily cured such other breach of this Agreement. Are failure of FPE, to extension the rights hermated whall not be a marrier of the rights. It is understood, however, that much discontinuance of the supplying of destric energy or service shall not constitute a breach of this Agreement by FPE, nor shall it ediese the Customer of the obligation to perform any of the turns and conditions of this Agreement.
- 13. The obligation to furnish or purchase service shall be excused at any time that other party is prevented from complying with this Agreement by stakes, lockasts, fires, nots, acts of God, the public enemy, or by cause or causes not under the control of the party than prevented from complying and FPL, shall not have the obligation to family service if it is prevented from complying with this Agreement by resourcef any partial, temporary or entire short-fown of service which, in the sole opinion of FPL, is seasonably increasing for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 14. This Agroment supersedes all provious Agroments or representations, either written, ond or eitherwise between the Customar and FPL, with respect to the facilities referenced heroin and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remotion to third parties or create any additional duty, obligation or undertakings by FPL to family parties.
- 15. In the event of the sale of the out property upon which the facilities are installed, upon the written consent of FPL, this Agraement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations betrander until stack obligations have been assumed by the assignment and agreed to by FPL.
- 16. This Agreement shall inser to the benefit of, and be binding open the successors and assigns of the Customer and EVL.
- 37. This Agreement is subject to FFL's Electric Tartiff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are new written, or as they may be because revised, amended or supplemented. In the event of assembled between the terms of this Agreement and the provisions of the FPL Electric Tartiff or the FPSC Rules, the provisions of the Electric Tartiff and FPSC Rules shall control, as they are now written, or as they may be bereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parket hereby caused this Agreement to be executed in triplicate by their dely authorized agreement was to be effective as of the day and year first written above.

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

Effective: March 5, 2012

Sixth Revised Sheet No. 9,110 Cancels Fifth Revised Sheet No. 9,110

	In	accordance with the terms and conditions of Street Lighting Turiff Sheet Number 8.717,
rgani		(hereinafter called the Castomer), selects on this day of, from FLORIDA POWER AND LIGHT COMPANY (hereinafter called FPL), a corporation existing sender the laws of the State of Florida, the following option(s) for addressing street lighting
		se option under column $\underline{A}$ for street light fixtures that are eligible for protective shield installations under column $\underline{B}$ for street light fixtures that are incligible for protective shield installations.
4	В	
	N/A	Upon the <u>first occurrence</u> of vandalism to any FPL-owned street lighting ficture, replace the damaged fecture with a shielded cutoff cobra head fecture. The customer shall pay a one-time charge of \$280.00 per shielded fecture.
	NΆ	Upon the second occurrence of vandalism to any FPL-owned street lighting fixture, replace the damaged fixture with a shielded cutoff cobra head fixture. The customer shall pay a one-time charge of \$280.00 per shielded fixture plus all associated installation and administrative costs.
	_	Upon the accomd occurrence of vandalism to any FFL-owned street lighting fedure, repair of replace the damaged fixture with a like vashielded fedure. For this, and each subsequent occurrence, the customer shall pay the costs specified under the "Removal of Facilities" section of Street Lighting Tariff Sheet Number 8.716.
-	-	Upon the <u>second occurrence</u> of vandalism to any FPL-owned street lighting feature, terminate service to the feature. The customer shall pay the undepreciated value of the feature.
		ns will apply to all fistures that FP9, has installed on the Customer's behalf. Selection changes may Customer at any time and will become effective ninety (50) days after written notice is received.
		By:Signature (Authorized Representative)
		(Frint or Type Name)
		Tale
		FPL Account Number

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: March 1, 2010

Fifth Revised Sheet No. 9.120 Cancels Fourth Revised Sheet No. 9.120

					ourt Number_ k Order Number_	
		PREMI	UM LIGHTING AC	REEMENT		
În o	scordance with the	following terms a	indicontinens,			
(herender of	Bal the Customa),	requests on fair	day of		, Bon	PLORIDA
POWER & LIGHT O	OMPANY (herein)	der adled FPL), r	corporation organiza	d and existing under	the laws of the State	cof Florida, the
following installation of	or modification of p	pramium lighting f	facilities at (generally	oundatie)		
located in		Souds.				
	(y/county)					
		-cened facilities	described as follows:			
11.200 (12.00 (20.1.1.)	hts Installed			Li	ghts Removed	
Posture Rating (in Lamens)	Fixture Type	# Installed		Fixture Kating (m Lumens)	Fixnas Type	# Ranswed
					1	
50400H13500V		01.00000		-		
Poles Installed Pole Type # In		Poles Ram Pole Type				
micha a		500,660,0	17-11-0			
===						
An Modification	to minima finalities	other then describ	ed above (explain full	Citi		
(10) MORBERAND	to expense records	Allo man describe	ed above codeanous	97		
Total work order on	oit is \$					
		and the same of th	herein, the parties here	to comment and are	ners follows:	
	Department on the second	No.	Name of the last	all the same	We say be seen as	
FFLAGREES	- THE STREET STREET			e e e e e e e e e e e e e e e e e e e	was and property and an experience	
such other services	the Cantomer the el- as are specified in 0 hale on file at the Fic	fectric energy nece thin Agreement, all	rited and identified at essay for the operation I in accordance with the co-Commission (FPS)	at of the Permium L for turns of FPL's et	ighting System, and I aroutly effective Pro	fiarroids regulars
		EC.	centinued on Sheet No	8.9.121)		

Issued by: S.E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

Sixth Revised Sheet No. 9.121 Cancels Fifth Revised Sheet No. 9.121

(Continued from Short No. 9.120)

### THE CUSTOMER AGREES:

- 2. To purchase from FPL all of the electric energy used for the operation of the Promium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Prentium Lighting rate schedule on file at the FPSC or any successive Prentium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
- To provide access, final grading and, when requested, good and sufficient insertions, satisfac construction drawings showing the location of existing and proposed structures, identification of all non-FPL and appropriate plate tracessary for planning the design and completing the construction of FPL facilities associated with the Promuni Lighting System.
- To perform any cleaning, compacting, removal of stamps or other electrons that conflict with construction, and drainage of rights ofway or easements required by FPL to accommodate the premium lighting flecibies.

#### IT IS MUTUALLY AGREED THAT:

- Modifications to the facilities provided by FPL under the Agreement, other than for maintenance, may only be made through the execution
  of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting
  facilities is defined as the following:
  - a. the addition of premions lighting facilities,
  - h the removal of premium lighting facilities, and
  - c. the removal of premium lighting facilities and the replacement of each facilities with now facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FFL will, at the request of the Customer, relocate the premium lighting facilities covered by this Agreement, if provided sufficient right ofways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer equested relocation of FPL premium lighting facilities.
- FPL may, at any time, substitute for any harmonical and installed herearder another harmonical amp which shall be of at least apad illuminating capacity and efficiency.
- 9 FPL will counce the facilities remain in working condition and it will report any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the award the original facilities are no longer available, FPL will provide and the Contents agrees to a similar kind and quantity.
- 10. This Agreement shall be for a term of twenty (20) years from the date of institution of service. The date of mitiation of service shall be defined as the date the first lights are energisted and billing begans, not the date of this Agreement. At the end of the term of service, the Outcomer may elect to recent a new Agreement based on the corner estimated technology.

11.	The Customer will pay for those facilities as a lump sum of \$ in advance of o	CONTRACTOR TO THE CONTRACTOR OF THE CONTRACTOR O
12	The monthly Maintenance Charge is \$ Service Commission.	This charge may be adjusted subject to review and approval by the Fforida Public
13.	The monthly Billing Charge is \$ Service Commission.	This charge may be adjusted subject to review and approval by the Florida Public
		(Continued on Short No. 9 122)

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

Effective: March 1, 2010

Fifth Revised Sheet No. 9.122 Cancels Fourth Revised Sheet No. 9.122

(Continued from Short No. 9.121)

- 14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FFL, this Agreement may be assigned by the Customer to the Purchiser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignment and agreed to by FPL.
- 15. Should the Customer fail to pay any bills the and medical paramet to this Agraement or otherwise fail to perform the obligations contained in this Agraement, said obligations being material and going to the essence of this Agraement, FPL may come to supply electric energy or service until the Customer last paid the bills that and medical or has failly outed south other hands of this Agraement. Any failure of FPL to encuring its rights humander shall not be a restrict of the rights. It is undestood, however, that such discontinuous of the supplying of electric energy or service shall not constitute a breach of this Agraement by FPL, nor shall it edicate the Customer of the obligation to perform any of the terms and conditions of this Agraement.
- 16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Promium Lighting Agreement by giving the Company at least (90) monty days advance written notice to the Company. Upon only termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the notal work order cost of the facilities, based on the your in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a tump-sum in lieux of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
- 17. The obligation to flurnsh or purchase service shall be excused at any time that arther party is prevented from complying with this Agreement by strikes, lockouts, firm, rich, acts of Cool, the public entury, or by cause or causes not under the control of the party than prevented flore compliance, and FPL, shall not have the obligation to flurnsh service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shat-down of service which, in the sole opinion of FPL, is reasonably recovery for the purpose of repairing in making more efficient all or any part of its personating or other destrical equipment.
- 18. This Agreement supersodes all previous Agreements or representations, either written, oral or otherwise between the Customer and FFS, 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 remodes to third parties or create any additional duty, obligation or undertakings by FFL to fined parties.
- 19. This Agreement shall inser to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- 20. This Agramman is subject to FPU'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 provinces of the FPL Electric Tariff or the FPSC Rules, the provinces of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their didy authorized representatives to be effective us of the day and year that writen above.

Customer (Print or type name of Organization)	FLORIDA POWER & LIGHT COMPANY
By Signature (Authorized Representative)	By(Signature)
(Prior or type name)	(Print or typenume)
Title	Title

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

Effective: March 7, 2003

Fifth Revised Sheet No. 9.130 Cancels Fourth Revised Sheet No. 9.130

FPL Account Number: FPL Work Order Number:
RECREATIONAL LIGHTING AGREEMENT
In accordance with the following terms and conditions,
(because of Continued to Continued), requests on this, day of, from FLORIDA POWER & LIGHT COMPANY (bestinafter called FFL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of recreational lighting facilities at (general boundaries): located in Florida. This agreement is available and applicable only for customers, who, as of January 16, 2001 were either taking service under the Recreational Lighting Rate Schedule or had fully executed this agreement with FPL.
<ul> <li>(a) Installation and/or removal of FPL-owned facilities described unfollows:</li> <li>See Attachment</li> </ul>
(b) Modification to existing facilities other than described above (explain fully)
i <del>s a second of the second of </del>
Total work order cost \$
That, for and in consideration of the coversants set forth herein, the parties hereto coverent and agree as follows:
EPL AGREES:
1. To install or modify the recrustional lighting facilities described and identified above (hereinafter called the Recreational Lighting System), famish to the Customer the electric energy necessary for the operation of the Recreational Lighting System, and famish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Recreational Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Recreational Lighting rate schedule approved by the FPSC.
(Continued on Sheet No. 9.131)

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

Fifth Revised Sheet No. 9.131 Cancels Fourth Revised Sheet No. 9.131

(Continued from Short No. 9.130)

### THE CUSTOMER AGREES:

- 2. To purchase from FPL all of the electric energy used for the operation of the Reconstional Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Recrustional Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agrantum.
- 4. To provide access, first grading and, when requested, good and sufficient macranets, satisfic construction drawings showing the location of curstag and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for glurning the design and completing the construction of FPL facilities associated with the Recrustorial Lighting System.
- To perform any cleaning, compacting, removal of stamps or other obstructions that conflict with construction, and drainage of rights ofway or assessment anguined by EPL to accommodate the reconstruct lighting facilities.

#### IT IS MUTUALLY AGREED THAT:

- Modifications to the facilities provided by FPL under this Agreement, other than for maintenance, may only be made through the
  execution of an additional Recreational Lighting Agreement delineating the modifications to be accomplished. Modification of FPL
  recreational lighting facilities is defined as the following:
  - a. the addition of recreational lighting facilities,
  - h the removal of recreational lighting facilities, and
  - e. the removal of accessional 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 executily effective Reconstronal Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FPL will, at the request of the Customer, relocate the recreational lighting facilities covered by this Agreement, if provided sufficient right- of-ways or essements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL recreational lighting facilities.
- FPL may, at any time, substitute for any huminatic/lamp installed hereuseder another huminatic/lamp which shall be of at least equal illuminating capacity and efficiency.
- 9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work in necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, become, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or offer circumstances beyond the Company control. In the event the original facilities are no longer available, FPL, will provide and the Customer agrees to a similar kind and quantity.
- 10. This Agreement shall be for a form of twenty (20) years from the date of initiation of service. 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. At the end of the term of service, the Casterner may deed to except a new Agreement based on the current estimated replacement cost.

The mortfly Maintenance Charge is \$	This charge may be adjusted subject to review and approval by the Florida

(Commound on Shoot No. 9 132)

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

The Customer will pay for these facilities as described in this Agreement by paying
a lumn-same of a material of construction.

Effective: March 1, 2010

Third Revised Sheet No. 9.132 Cancels Second Revised Sheet No. 9.132

Customer (Print or type name of Organization)  Dr	
be assigned by the Customer to the Purchaser. No assignment shall relieve the Custo obligations have been assumed by the assignor and agreed to by FPL.  15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement contained in this Agreement, said obligations being material and going to the assistance of the anergy or service until the Customer has paid the bills due and rendered or has field to failure of FPL to exercise its nights hereunder shall not be a waiver of its rights. It is under supplying of electric energy or service shall not constitute a breach of this Agreement by obligation to perform any of the terms and conditions of this Agreement.  16. If the Customer no longer wishes to receive service under this schedule, the Customer may by ground the Company at least (90) minety days advance written notice to the Company at least (90) minety days advance written notice to the Company on amount companed by applying the Termination Factors, as stated cost of the facilities, based on the yeler in which the Agreement was terminated these T with elected to pay for the facilities in a tump sum in lieu of a mentility payment. At FPL for the cost to the tabley for removing the facilities.  17. The obligation to turnsh or purchase service shall be excissed at any time that either Agreement by strilles, lockouts, fines, riots, acts of God, the public enemy, or by cause or prevented from compliance, and FPL shall not have the obligation to finish service Agreement by traison of any purtial, temporary or entire shat-down of service which, in the for the purpose of repairing or making more efficient all or any part of its generating or other the purpose of repairing or making more efficient all or any part of its generating or other the purpose of repairing or making more efficient all or any part of its generating or other the purpose of repairing or making more efficient all or any part of the generating or other than a provide any remodes to that parties or create any additional day,	iew and approval by the Florida
contained in this Agreement, said obligations being material and going to the assence of the energy or service until the Customer has paid the bills due and randored or has fully on feature of FPI. to exercise the rights hereuseler shall not be a waiver of its rights. It is surface supplying of electic energy or service shall not constitute a brasch of this Agreement by obligation to perform any of the terms and conditions of this Agreement.  16. If the Customer no longer wishes to receive service under this schoolder, the Customer may by groung the Company at least (90) minery days advance written notice to the Company by groung the Company at least (90) minery days advance written notice to the Company by groung the Company at least (90) minery days advance written notice to the Company by groung the Company at least (90) minery days advance written notice to the Company by ground the facilities, based on the year in which the Agreement was terminated. These Towner educated to pay for the facilities in a lump sum in lieu of a monthly payment. At FPI for the cost to the undity for removing the facilities.  17. The obligation to flurash or purchase service shall be exceeded at any time that either Agreement by strilles, lockours, fines, riots, acts of God, the public energy, or by cause or prevented from compliance, and FPI, shall not have the obligation to flurash service Agreement by reacon of any partial, temporary or entire shall-down of service which, in the for the purpose of requiring or making more efficient all or say part of its generating often as with respect to the fluidities referenced herein and constitutes the entire Agreement between the respect to the fluidities referenced herein and constitutes the entire Agreement between any rights or provide any remodes to that parties or experiented and entire facilities and the payment of the FPI. Electric Tairff, including, but not limited to, the Gen and the Rules of the FPSC, as they are now wetter, or as they may be her and the provisions of the FPI.	
by group the Company at least (90) many days advance western notice to the Comp. Customer shall guy an amount computed by applying the Termination Factors, as stated cost of the facilities, based on the year in which the Agreement was terminated. These To who elacted to pay for the facilities in a tump sum in lieu of a mentity payment. At FPI for the cost to the tidity for removing the facilities.  17. The obligation to flarish or purchase service shall be excessed at any time that either Agreement by strikes, lockours, fleer, riots, acts of God, the public energy, or by cause or prevented from compliance, and FPI, shall not have the obligation to familia service Agreement by reason of any partial, temporary or entire shat-down of service which, in the for the purpose of repairing or making more efficient all or any part of its generating or other the purpose of repairing or making more efficient all or any part of its generating or other purpose of repairing or making more efficient all or any part of its generating or other any remodes to that parties or representations, either written, or as with respect to the facilities prformed hieren and constitutes the entire Agreement between any remodes to that parties or course any additional day, obligation or this Agreement shall imate to the benefit of, and be broking upon the successors and assign.  19. This Agreement shall imate to the benefit of, and be broking upon the successors and assign and the Rules of the FPSC, as they are now written, or as they may be broadler revised, conflict between the terms of this Agreement and the provisions of the FFI. Electric Telectric Taniff, including, but not limited to, the Gen and the Rules of the FPSC, as they are now written, or as they may be broadler revised, conflict between the terms of this Agreement and the provisions of the FFI. Electric Telectric Taniff and FPSC Rules shall control, in they are pow written, or as they may be here.  PLORIDA  Chairmer (Print or type name of Organization)	his Agriermant, FPL may come to supply electric send such other breach of this Agricement. An entood, however, that such discontinuance of the
Agreement by strikes, lockouts, firen, riots, acts of God, the public enemy, or by cause or prevented from compliance, and FPL shall not have the obligation to liamati service Agreement by mason of any partial, temporary or entire shat-down of service which, in the for the purpose of repairing or making more efficient all or any part of its generating or other.  This Agreement supersodes all previous Agreements or representations, either written, or with respect to the liabilities referenced herein and constitutes the entire Agreement betweenly rights or provide any remodes to that parties or create any additional duty, obligation of this Agreement is subject to FPL's Electric Tariff, including upon the successors and assign 20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the Gen and the Rudes of the FPSC, as they are now written, or as they may be harmful revised, conflict between the terms of fair Agreement and the provisions of the FPSC Electric Tariff and FPSC Rules shall control, in they are now written, or as they may be her IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in its representatives to be effective as of the day and year first written above.  Charges and Terms Accepted.  FLORIDA  Cladistics (Priori or type name of Organization)	pury Upon only terranation of service, if d in rate schoolsfe KL-1, to the total work out fermination Factors will not apply to Costone
with respect to the facilities referenced herein and constitutes the entire Agreement between yields or provide any remedies to that d parties or coate any additional duty, obligation of the Agreement shall inside to the benefit of, and be bricking upon the successors and assign to This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the Gen and the Rules of the FPSC, as they are now written, or as they may be bounder revised, conflict between the terms of this Agreement and the provisions of the FPL Electric Telectric Tariff and FPSC Rules shall control, as they are now written, or as they may be her IN WITNESS WHEREOF, the parties brooky couled this Agreement to be excented in in representatives to be effective as of the day and your first written above.  Charges and Terms Accepted  FLORIDA  Charges and Terms Accepted.	or causes not under the control of the party the er if it is prevented from complying with the the sele opinion of FPL, is muscually necessary
20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the Gen and the Rules of the FPSC, as they are now written, or as they may be harmfur nevised, conflict between the terms of this Agreement and the provisions of the FPE. Electric T Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be her IN WITNESS WHEREOF, the parties hereby council this Agreement to be executed in its representatives to be effective as of the day and year first written above.  Charges and Terms Accepted  FLORIDA  Cladience (Print or type name of Organization)	rom the purion. This Agroment does not use
and the Rules of the FPSC, as they are now written, or as they may be bounder revised, coefflet between the terms of this Agreement and the provisions of the FPE. Electric T Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be better the WITNESS WHEREOF, the parties hereby couned this Agreement to be exceeded in the representatives to be effective as of the day and year first written above.  Charges and Terms Accepted.  FLORIDA  Clockwise (From or type name of Corganization)	ns of the Customer and FPI.
representatives to be effective as of the day and year first written above.  Charges and Terms Accepted.  FLORIDA  Chaterier (Frint or type name of Organization).  By	t, amended or supplemented. In the event of a Turiff or the FPSC Rules, the provisions of t
Customer (Print or type name of Organization)  Str. By	replicate by their duly uniforized
Cindustrict (Print on type matter of Organizations)  Dec	
	A POWER & LIGHT COMPANY
14.4446.00040.00040.00040.00040.00040.00040.00040.00040.00040.00040.00040.00040.00040.00040.00040.00040.00040	safters)
(Print or type name) (Print	d or type name)
Title Title	

Issued by: S. E. Romig, Director, Rates and Tariffs: Effective: March 7, 2003

First Revised Sheet No. 9.140 Cancels Original Sheet 9.140

			PL Account Number		
			PL Work Request N	lumber	
LIGHTI	NG AGREEM	ENT			
coordance with the following terms and conditions	& LIGHT CON	FANY (he	remater called F	FL) # 00	rporation
installation and/or removal of FPL-owned facilities de	scribed as follows	E	772.01		
Fixture Description (1)	Watts	Lumens	Color Temperature	100000	Removed
20A 200 TV POLICE DA A 400 CW ( 2		Samino	1947. — 944 M.JOOHA		HLV I S S S AC S
	-				
	_			-	
(ii) Catalog of available futures and the assigned filling	tier for each can be	Name of the	www.tot.comins		

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Second Revised Sheet No. 9.141 Cancels First Sheet No. 9.141

Pole Description	Installed	3/2/93/5/8/2/3C
	11,000,000	Removed
3	on the job scope, and the Additional Lighting Char to existing facilities other than described abor	ind/or removal of FPL-owned additional lighting facilities where a cost esting on the job scope, and the Additional Lighting Charges factor applied to detect to existing facilities other than described above or additional notes.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Second Revised Sheet No. 9.142 Cancels First Sheet No. 9.142

(Continue from Sheet No. 9 141)

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

#### FPL AGREES:

 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:

- To pay a monthly fee for fixtures and poles in accordance to the Lighting briff, and additional lighting charge in the amount of S\_\_\_\_\_\_\_.
   These charges may be adjusted subject to review and approval by the FPSC.
- To pay Contribution in Aid of Construction (CIAC) in the amount of \$\_\_\_\_\_\_ prior to FPL's initiating the requested installation or modification.
- To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC
- 5. To purchase from FPL all the electric energy used for the operation of the Lighting Dystem.
- To be responsible for paying, when due, all bits rendered by FPL pursuant to FPL's currently effective lighting rate schedule on the at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- 7. To provide access, suitable construction drawings showing the location of easiling and proposed structures, and appropriate plats necessary. for planning the design and completing the construction of FPL facilities associated with the Lighting System.
- 8. To have sole responsibility to ensure lighting, poles, luminates and futures are in compliance with any applicable municipal or county ordinances governing the size, watage, lumins or general certificies.
- For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient essements required by FPL to accommodate the lighting facilities.
- 10. For FPL-owned futures on customer-owned systems.
  - To perform repairs or correct code violations on their esisting lighting infrastructure. Notification to FPL is required once afte is ready.
     To repeir or replace their electrical infrastructure in order to provide service to the Lighting System for delly operations or in catastrophic event.
  - a. In the event the light is not operating correctly, Customer agrees to shock voltage at the service point feeding the lighting circuit prior to submitting the request for FFL to requir the fature.

#### IT IS MUTUALLY AGREED THAT:

- Modifications to the facilities provided by FPL under this agreement, other than for mentenance, may only be made brough 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 the at the FPSC, or any successive schedule approved by the FPSC.

(Continue on Sheet No. 9.143)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Second Revised Sheet No. 9.143 Cancels First Revised Sheet No. 9.143

#### (Continue on Sheet No. 9 142)

- 12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easiements 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.
  - Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setteck requirements.
- FPL may, at any time, substitute for any future installed hereunder another equivalent fature which shall be of similar illuminating capacity and efficiency.
- 14. This Agreement shall be for a term of teh (10) years from the state of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expression of the initiation (10) year term or from the expression 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 automatic thereof, unless other party shall have given withen 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 (50) days before the expression of the initial ten (10) year term, or any extension thereof.
- til. 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 original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
- III. Should the Customer fall to pay any bills due and rendered pursuant to this agreement or otherwise fall to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement. FPL may cause to supply electric energy or service until the Customer has paid the bills due and rendered or has fully oursel such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of Es 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, not shall it releve the Customer of the observation to perform any of the terms and conditions of this Agreement.
- 17 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, note, 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 shuf-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of requiring or making more efficient all or any part of its generating or other electrical egypment.
- 18. This Agreement supercedes all previous Agreements or representations, either writen, 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 oreate any rights or provide any remedies to ford porties or create any additional duty, obligation or undertakings by FPL to third parties.
- 18. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPs, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall releve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPs.
- 20. This Agreement shall inure to the benefit of and be binding upon the auccessors and assigns of the Customer and FPL
- 21. The lighting facilities shall remain the property of FPL in peoperally
- 22. 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, accended 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: Tiffany Cohen, Director, Rates and Tariffs

Effective: January 1, 2022

First Revised Sheet No. 9.144 Cancels Original Sheet No. 9.144

mer (Print or type name of Organization)	mer (Print or type name of Organization)  By:  (Signature)  (Print or type name) (Print or type name)	offictive as of the day and your first written above, anges and Terms Accepted:	FLORIDA POWER & LIGHT COMPANY
(Signature)  (Print or type name)  (Print or type name)	(Print or type name) (Signature)  (Print or type name)	storner (Print or type mans; of Organization)	
(Print or type name) (Print or type name)	(Print or type name) (Print or type name)	1000 1100 25.00	By
		nature (Authorized Representative)	(Signature)
Title	Title	(Print or type name)	(Print or type name)
		le	Title
		-	0000-0

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: March 3, 2020

Tenth Revised Sheet No. 9,400 Cancels Ninth Revised Sheet No. 9,400

	RESIDENTIAL UNCONDITIONALG	UARANTY
	In consideration of Florida Power & Light Company (*FPL*	) formishing ejectric service to
	Gracertee Name	Guarantus Account No(s)
	Casarunino's Services Addressa(es) & C	, Florida ("Guaranter")
thout no 1.	pairing a deposit, the undersigned Guaranter hereby coverants and ag Guaranter shall, ABSOLUTELY AND UNCONDITIONALLY, gr CHARGES due and owing FPU for which the Guarantee may now future become liable at the above listed address(es).	summer full paymers to FPL for ANY AND ALL
2	If Constantee shall at any time fail to promptly pay all charges due all such amounts due and owing FPC, within five (5) days of notice	
3.	Ourseter shall pay FPL collection agency fies and expenses, a expenses incurred by FPL in collecting or compromising any interference this Guaranty against Guarantee.	
4.	This is a continuing Osaranty which shall remain in full force a Section 6.3 of FPU/s General Rules and Regulations or until termin upon thirty (36) days advance worths notice; provided, however, from limbility bernancies with impact to any charges for elect effective date of such termination. FPL, may terminate this Gion "autisfactory guaranter" (as defined in Rule 25-6-097(2)(a), P.A.C with a satisfactory payment record.	used by FPL (as set forth herom) or the Guarantor that no such termination shall release Guarantor tic service familihed to Guarantee prior to the soly if at any time the Quarantor is so longer a
3.	Castantor hereby waves rather of acceptance hereof. Guarantor the Guarantee or any other person, firm, or corporation, or to pur under this Guarantee Guarantee understands that FPL may pursus (including disconnection) against Guarantee without pursuing in r	suc any other remody prior to pursuing its rights and/or exhaust all available sollection remoties
6	This Guaranty shall image to the benefit of FPL and shall be be assigns.	nding upon Guameter and Guaranter's heirs and
7.	Osarantee hereby authorizes FPL to disclose all of Guarant notification, to the Goaranter so long as this Guaranty remains in billing information at the Guarantee's service address listed below charge in address, possibled, however, that neither receipt of this b Quarantee's service account(s) shall be construed as a limitation on	effect. Guaranter agrees to receive all appropriate and further agrees to notify FPL promptly of any silling information nor estimates of billing for the
1967	ATTNESS WHEREOF, Counselor has agreed the Counsity on this_	do_et
	Goatsetor Name	Gouwlet Signature
	Guarantor's Service Address & City	Guarantes Account No.
		Guarantee Social Socialty No.

Issued by: S. F. Romig, Director, Rates and Tariffs Effective: June 5, 2017

FLORIDA POWER & LIGHT COMPANY	Fourth Revised She Cancels Third Revised She
(Continued from S	See See 8 200
OUT-OUT THE SECOND OF THE SECOND OF	900.255.25500
1000256555	
DUNTY OF	
The foregoing instrument was acknowledged before me this and	they of the who is (are) personally known <b>D</b> are or than (have)
	rineams of [] physical presence or [] online notarization,
And	
Sworn to (or affermed) and subscribed before one by means of [] pb	ysical presence of [] coline notarization, this day of
ty	
	var ale partinia
	Notary Public, State of Florida
	Print Name of Notary Public
fy Commission Expires	Contraission Number
	Agreet
	Goanettee Signature Du
	101111111111111111111111111111111111111

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: April 20, 2021

Fourth Revised Sheet No. 9.410 Cancels Third Revised Sheet No. 9.410

			792
	See ADDENDUM Guarantee Name See ADDEN Guarantee'n Service A	See ADDENDUM Guerantee Acet Not DUM , Florida (** Gue ddrem(m) & City(im)	
	arantee"), without requiring a deposit, the undersigned, he wast.	reafter referred to as the Guarantor, hereby cover	sents and
L	Guarantor shall, ABSOLUTELY AND UNCONDITE CHARGES due and owing FPL for which the Guara future become liable at the above listed address(es)		
2	If Guarantee shall at any time fail to promptly pay all all such amounts due and owing FPL within five (5) d	I charges due and owing FPL, Guarantor hereby lays of notice.	agrees to pa
3.	Guarantor shall pay FPL collection agency fees and expenses incurred by FPL in collecting or comprom enforcing this Guaranty against Guarantor.		
4	This is a continuing Guaranty which shall remain in Section 6.3 of FPL's General Rules and Regulations of upon thirty (30) days advance written notice; provid from hisbility hereunder with respect to any charges f date of such termination. FPL may terminate this Gu guaranter" (as defined in Rule 25-6.097(2)(a), F.A.C.	e until terminated by FPL (as set forth herein) or led, however, that no such termination shall rela- for electric service furnished to Guarantee prior to aranty if at any time the Guaranter is no longer	the Guarante more Guacante to the effective
5	Guaranter hereby waives notice of acceptance hereof. Guarantee or any other person, firm, or corporation, or thin Guaranty. Guarantee understands that FPL m (including disconnection) against Guarantee without p	or to pursue any other remedy prior to pursuing it ay pursue and/or exhaust all available collec-	ts rights und
ě.	This Gueranty shall more to the benefit of FPL ammingto.	d shall be hinding upon Gueranter and Gueran	tor's heirs on
7.	Guarantee hereby mathorizes FPL to disclose all of Gu to the Guarantor so long as this Guaranty remains information at the Guarantor's address listed below address, provided, however, that neither receipt of Guarantee's service account(s) shall be construed as a	in effect. Guaranter agrees to receive all appr and further agrees to notify FPI, promptly of if this hilling information nor estimates of b	opriste billio any change : offling for th
	(Continued on 5	Sheet No. 9.411)	

Issued by: S. E. Romig, Director, Rates and Turiffs Effective: June 5, 2017

Fourth Revised Sheet No. 9,411 Cancels Third Revised Sheet No. 9,411

IN WITNESS WHEREOF, Guarantor has signed this Gu	sananty on this	day of	_	-9
	By	r Signature		Guarantor
Name (Print/Type Name of Guarantor)	Guaranto	r Signature		
Guarantor's Tax Identification Number	(Print/)	Type Name of Aut	horized Representa	wire)
	Title:	25%		
STATE OF FLORIDA COUNTY OF				
The foregoing instrument was acknowledged before an , and	ne this	day of	yally known to me	er (Thus (baser)
		by means of [] plays		
and who did (did not) take an oath.				
And Swem to (or affirmed) and subscribed before me by mums of	([] physical pas	ense w [] online no	urinition, this day o	
	f () physical pro-	amor w [] ordine no		
Sweam to (or affirmed) and subscribed before me by muons of	f [] physical puo	emor vr () ordine no		
Sweam to (or affirmed) and subscribed before me by muons of	f [] physical pus	emor vr () online ter	Notary	Public, State of Flori
Sweam to (or affirmed) and subscribed before me by munis of a by	500-000	10)	Notary	Public, State of Flori
Sweam to (or affirmed) and subscribed before me by munits ofby	500-000	10)	Notary	Public, State of Flori
Sweam to (or affirmed) and subscribed before me by munits ofby	500-000	ston No	Notary	Public, State of Flori
Sweam to (or affirmed) and subscribed before me by munits ofby	500-000	10)	Notary	Public, State of Flori
Swear to (or affirmed) and subscribed before me by musts of a by	Commis By:	ston No	Notary Print	Public, State of Flori Name of Notary Pub
My Commission Equires  Agreed:  Guarantee Name (Print/Type Name of Guarantee)	Commis  By (Print/Type	sion No	Notary Print Signature ed Representative)	Public, State of Flori Name of Notary Pub

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: April 20, 2021

Cancels Original Sheet No. 9.
heet No. 9.411)
DUM
Account No.

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

Second Revised Sheet No. 9.420 Cancels First Revised Sheet No. 9.420

			FPL Work Order	/ No
	PERFORMANCE GO FOR RESIDENTIAL SU	CARANTY AGREEN		
This Agreement, made this	dayof		, by and between (Applicant), and	Florida Power & Light
Company (FPL), a corporation organizad	and existing under the lawn-	of the State of Florida	Chippenton, and	FRANK TONG IN SERVE
	WIT	NESSETIE:		
Whereas, the Applicant has applic		dectric service distributi	ion facilities to be inst	
commonly known as	, Florida (flu	"Primises"), and		_located in(City/County)
Wheneve, the Promises requires on	control or of CDI is proposed of	to all the flatforwater	and a second	- 20
Whereas, the runther of transform years is uncertain, and	may see a house \$200 person has	NAME OF THE PARTY		m of the extension within two
Whereas, FPL requires a Perfinns assurance to FPL that appropriate reverse				
Wheness, Applicant is agreeable to	o providing a Perference Co	penety		
Now, therefore, FPI, and Applican	nt in consideration of their ma	stud ocvenures and pror	mises do hereby agree :	in Signey
		1-DEFINITIONS		
1.1 Installation of Service shall be def- the electric mater enclosize, and 2) the acknowledging that the Premius constru- lants service is associated to a specific to.	r receipt by FPL of a certifies sected by the Applicant is avoid	rate of occupancy/compi	detion from the appro-	printe poveramental authoritie
<ol> <li>The date establishing installation of from the appropriate governmental authorized (excluding street lights) from that transfer</li> </ol>	herites. A transformer shall b			
1.3 The Expiration Date shall be defi- extension.	lood as the date 5 years from	n the date FPL determi	mes it is first ready to	o runder electric service to th
ARTICLE II - D	DETERMINATION OF INT	HAL PERFORMAN	CE GUARANTY AV	IOUNT
Applicant agrees to provide FPI, as	n iretial Performance Osurant	y to be determined by F	PL as follows:	
2.1 FPL will estimate the total cost of pursuant to FPL's Electric Tarriff. The Based upon FPL's evaluation of Applican provided amount for each transformer will of FPL, not be connected within two year	remaining amount will be pr of's construction plans, constru	prorated among the total raction schedule, and ma-	al number ( ) of tree error in which the sub-	nsformers required for service division is to be developed, a
2.2. In accordance with the above, the shall be	e initial Performance Guerari	ty amount required by(S	FPL prior to installing	g the requested line estimate
		AYMENT ANDREFU	ND	
3.3 The Applicant dull pry the above that all transformers to serve new custor latter of credit in a form acceptable to FP	mers are othized. This amount	ranty to FPL to guarun it may be paid in each o	toe that the Applicant is secured by arthur a s	s development is completed a meety bond or improcable bar
3.2 This Performance Guaranty will irrevocable bank letter of credit, no earlie		a pro rata basis of	conductivity of the State	C. M. S. C.
	D)	(8		ch utilized transformer and
with the first transformer utilized after to	the number of transformers po			estimmer and shall commenc formers not contributing to th
		on Sheet No. 9.471)		

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: October 9, 2007

First Revised Sheet No. 9.421 Cancels Original Sheet No. 9.421

#### (Continued from Sheet No. 9 420)

- 3.3 If the Performance Guaranty is secured by a surety bond or irrevocable bank letter of crudit, the Applicant may provide either an amended or replacement surety bond or irrevocable bank letter of crudit in a form acceptable to FPL at any time to reflect the reduced Performance Guaranty amount as provided for an Section 3.2. If, upon notice of cascellation or price to expension of a surely bond or irrevocable bank letter of credit, a replacement surery bond or irrevocable bank letter of credit in a form acceptable to FFL or payment in each is not provided by Applicant to FPL. FFL will exquire the third party issuing either of these guaranties to pay the full behaves the in accordance with this Agreement in each. FFL will continue to refund the Performance Guaranty in accordance with Section 3.2 except such refund will be paid jointly to the Applicant and the designated third party having paid the Performance Guaranty amount. The check shall be provided to the Applicant with a copy to the third party.
- 3.4 Upon written consent from FPL, the Applicant may replace the balance of any cash Performance Guaranty with a surely bond acceptable to FPL. Upon recent of such surely bond, FPL will refund the balance of the cash Performance Guaranty. If a third party has made payment to FPL pursuant to section 3.3, then any such refund will be paid jointly to the Applicant and the designated third party. The check shall be provided to the Applicant with a copy to the third-party.

#### ARTICLE IV - FINAL SETTLEMENT

Any portion of the Performance Guaranty remaining unrefunded and not digital for refund under the terms of this Agreement after the Expiration Date will be retained by PPL.

### ARTICLE V - TITLE AND OWNERSHIP

Title to and complete ownership and control over said controlers shall at all times remain with FPL and FPL shall have the right to use the same for the purpose of serving other customers or Applicants.

#### ARTICLE VI - PROCEEDING WITH WORK

FPE, upon execution of this Agreement by both parties and receipt of the sequend Performance Couranty, will proceed with the extension work as described in the plans and specifications attached as EXHIRIT A, and all work done and materials used shall conform to the methods and practices specified by FPL's engineers.

### ARTICLE VII - ENTIRE AGREEMENT

This Agreement supersedus all previous agreements, or representations, either written or verbal, between FPL and Applicant, made with respect to the matters bernus contained, and when daily executed, constitutes the entire agreement between the parties; provided however, that all terms and conditions contained in our Underground Residential Distribution Facilities Installation Agreement dated relating to the installation of underground facilities shall be adhered to.

### ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agrommet shall make to the heardst of and be binding upon the respective heirs, lagal representatives, successors and amigre of the junties bereto.

IN WITNESS WIEREUF, the parties have executed this Agreement in displicate the date first above waters.

Charges and Terms Accepted by:

## FLORIDA POWER & LIGHT COMPANY

pplicant (Print/Type Name of Organization)	
Signature (Authorized Representative)	By_ Signature (Authorized Representative)
(Print or Type Name)	(Print or Type Name)
the state of the s	Title

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

Effective: March 7, 2003

Second Revised Sheet No. 9.425 Cancels First Revised Sheet No. 9.425

	PERFORMANCE GU			R	
Date		Premie	er (Location)		
Invocable Bank Latter of Credit No.		Amen	ut S		
			OCMERO	CAL AMOUNT)	
APPLICANT.		DA FOW	ER & LIGHT COS	MPANY	
Affention:	Attent	ion:			
We hendy authorize Florida Power & Light C	empary to draw on us, our succes	ser or using	nee at eight at the	officer	
e			- North -		Die .
(FINANCIAL INSTITUTION)	CITREET ADDRESS)	00	(CILA)	(STATE)	(2009)
iny non-not exceeding (WRITTEN AMEAUNE)	Mark Common March Common Co.	- 3	justini	ted States commoy	for the excherve
purpose of securing payment as outlined in the	performance guaranty agreement	, with Appl	icant Nurse and A	Schrows.	
The draft must be presented to us accompanied a drawn represents unavants that and psychile is	or .	Fund a vigo		you to the effect t which are own!	
The draft must bear upon its flow the clause, "I	Drawn under Latter of Cookit No.				
fated , , of	7				INSTITUTION)
(STREET ADDRESS)	(CITY)		(STATE)	(CDF CODE)	
You may draw up to the shove amount in one	or more druffs.				
TO OUR KNOWLEDGE, NONE OF THE  A) An ownership relationship exists betw (8) Parties are owned by a common entity (C) Parties share ownership of another out NOTE: In the case of a corporatio	vem parties.				
We hereby agree that the draft drawn in compli	iance with the terms of this Letter	of Coulity	sill be duly honors	d upon proventatio	B.
	ABLE and is governed by Inters	ational Sta	ndly Practices ISF	98, International C	Sunder of Commerce Publication
THIS LETTER OF CREDIT IS IRREVOC. No. 500, or such subsequent publication on semi- ISPOS, shall be governed by and constraind in a				tsport and, as to	matters not expressly covered b
No. 590, or each subsequent publication as no	coordence with the love of the Ste or and as compliance with the ten- ion of the Letter of Credit that it often at least minery (90) days pri-	one of Flori on of this I. shall be de or to any o	de. etter of Crudit will eroad automaticall sub-expansion date	the honored if poor	ended on or before Jose year fro anondment for one year from the
No. 500, or each enhangemit publication as no BPSC, shell be governed by and ometered in a We engage with you that all Drafts drawn und the date of monumos). However, it is a coudit present or my future expansion date hereof, is	coordence with the love of the Ste or and as compliance with the ten- ion of the Letter of Credit that it often at least minery (90) days pri-	one of Flori me of this L shall be de or to any a any such a	de. etter of Crudit will eroad automaticall sub-expansion date	the honored if poor	ended on or before Jose year fro anondment for one year from the
No. 500, or each enhangemit publication as no BPSC, shell be governed by and ometered in a We engage with you that all Drafts drawn und the date of monumos). However, it is a coudit present or my future expansion date hereof, is	coordence with the love of the Ste or and as compliance with the ten- ion of the Letter of Credit that it often at least minery (90) days pri-	one of Flori me of this I shall be de or to zey a any such a Very t	de.  other of Credit will erard automaticall soch expuration date dditional period.  ruly yours.	the honored if poor	ented on or before four your from the anomalment for one your from the or an writing, outdied mail returns

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: August 20, 2020

Third Revised Sheet No. 9.427 Cancels Second Sheet No. 9.427

Bond N			
		Service Address (Location)	
		MIRETY BOND FOR PERFORMANCE. GUARANTY AGREEMENT	
THAY WE		, or Principal, and	
med country	parenter that bewer of the Son	ees in the State of Florida, as Surety are beld and florely bound to Flori e of Florida, its successors and assigns, in the amount of	CATE OF THE CONTRACT OF THE CO
payment of may be no	which the Principal and 8 leved according to Articl	(3) I, in lawl may, their heirs, concerns, administrators, accounter, and eneges, are III of the performance guaranty agreement, a copy of which is att	of receive of the United States of America for the horstry jointly and severally bound. This assume active benetic and made a part herood.
WHERE	EAS, pursuant to its author	ed General Rules and Regulations for Electric Service, Florida Power A. ce under the performance generally agreement.	
Light Corp.		of this obligation is such that if the Principal shall promptly pay all amounts so generally agreement in the Principal's agree at any or all promises,	
prystie or milinome	paid, the Swety shall not	diess of the number of years this bond shall continue or he continued is be liable theresides for a larger amount, in the aggregate, than the a s which case the Suraty will also be liable for all costs in connection that	mount of this bond, unless still oute he brought for
PROVIE writing by	OFD FURTHER, that show settified read extent receipt	of the Noosty no shoul, this bond may be cancelled by the Noosty as to a respectable Florida Power & Light Company at P.O. Box 055209, Miser sucput's mene and copy of attacked performance generatly agreement.	
	Corporate Seel	Principal	NOTARY
	of Principal	General Partner	SEAL/STAMP (PROX TO AL)
		By. Title	
		NOTARY CURTIFICATE PRENCIPAL NIGO	ATT-NEE
STATE	OF.		and the desired desire
COUNC	ny or		
Thef	regring it stranget was a	convioled before me this day of	C No.
	100	□who is case) personally known to	The first of process of the Vennest Control
	w identifica	ion or by means of [] physical presence or [] online notarization, and w	her did tribul mets take we noth.
Just:			
Swon	to its affirmed; and subs	ribed before me by mount of [] physical presence or [] online notations	on, this day of
My	Commission Expires	Noticy Public Print Nese:	
		200000	
	Corporate Seal	Sweetly	NOTARY
	of Sorety	Dy	SEAL/STAMP
		(Designated in attached Power of Alternay. If not Florida rend Print Name.	lest, contemporal below; (RURICTY)
		Countriespeck by (Florida mident sport)	
		Print Address	
		NOTARY CERTIFICATE: SURETY SIGN.	ATURE
	STATE OF		
	COUNTY OF		
The S	лировер кололиция ман и	tarminized before the thisday ofday ofday ofday of	ad Ny
1		no identification or by menos of [] physical presence or [] :	water and statement, many wast and (and not) take an orthogon
And Sweet	s to (or affirmed) and sub-	ribed before the by matter of [] physical presence or [] online notation	ion, thin day ofby

Issued by: Tilliany Cohen, Director, Rates and Tariffs Effective: April 20, 2021

Third Revised Sheet No. 9.430 Cancels Second Revised Sheet No. 9.430

Irrevocable Bank Letter of Cro	dit No	Dute Issue	rd	
Amount \$ (NUMERICAL AM)	XINT)	FPL Mast	er Account No.:	
APPLICANT:		BENEFICIARY: FLORIDA POWE	R & LIGHT COM	(PANY
ugnessen w		r away con iii		
Attention:		Attention		
We hereby authorize Florida Pow	er & Light Company (FPL) to dra	w on us, our successors or assign	s at sight at the offi	ces of
-		AL DESCRIPTION OF THE PARTY OF		
	IENANG	AL INSTITUTIONS		
(STREET ADORESS)	(CITY)	(STATE)	(ZIP)	
	44		remove of econom	r payment of t
for any sum not exceeding	dollars in United	States currency for the exclusive	furthess or account	
dectric account(s) of(C)  Deafts drawn hereunder must	al JISTOMER NAME) to presented to us accompanies	X =	furfice or account	
cleatric account(s) of	al JETOMER NAME) the presented to us accompanies at certifying that.	X =	#U 199034 IP 1990101 3	
Confra drawn hereunder must (1) FPL's signed stateme	al JETOMER NAME) the presented to us accompanies at certifying that:  MER NAMES	I by one of the following: us failed to pay when due, ch	arges for services	
CUSTO	JESTOMER NAME) to presented to us accompanies at certifying that  MER NAMES  MER NAMES	I by one of the following: as failed to pay when due, ch occunts in the State of Florida	arges for services	
CUSTO	JETOMER NAME)  the presented to us accompanies int certifying that.  MER NAME)  MER NAME)  AMERNAME)  - AN	I by one of the following: as failed to pay when due, ch occunts in the State of Florida D/OR -	arges for services	
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CUSTO  (C)  Deafts drawn become must l (1)  FPL's signed stateme  (CUSTO  (CUSTO  (CUSTO  (CUSTOME  The dyeft must bear upon its  dated  ()	at JESTOMER NAME) to presented to us accompanies of centrifying that.  MER NAMES  AMER NAMES  - AN of certifying that: This Letter of (i) days or less and provided a my.  R NAMES face the clause, "Deawn under Letter to the clause,"	I by one of the following:  as failed to pay when due, che cocunts in the State of Florida D/OR - f Credit No.  replacement letter of credit or	arges for services	to any
CUSTO  (C)  Deafts drawn become must l (1)  FPL's signed stateme (CUSTO (CUSTO (CUSTO ED)  FPL's signed stateme will expere in thirty (3) Power & Light Compo (CUSTOME The dpoft must bear upon its	ISSOMER NAME) to presented to us accompanies nt certifying that  MER NAME) AMER NAME) - AN nt certifying that: This Letter of (i) days or less and provided a inty.  R NAME) face the clause, "Deswn under Let	I by one of the following:  as failed to pay when due, che cocunts in the State of Florida D/OR - f Credit No replacement letter of credit or	arges for services	to any

Doned by: S. E. Romig, Director, Rates and Tariffs Effective: February 25, 2011

Sixth Revised Sheet No. 9.431 Cancels Fifth Revised Sheet No. 9.431

	(Continued from Sheet 9.430)
You may draw up to the above amount in	s one or more drafts.
To our knowledge, none of the following  a. An ownership relationship es  b. Pieties are owned by a comm  c. Purties share ownership of se	non entity
We hereby agree that the draft drawn i presentation.	in compliance with the terms of this Letter of Credit will be duly honored upon
Chamber of Commerce Publication No.	OCABLE and is governed by International Standby Practices ISP98, Internation 590, or such subsequent publication as may be in effect on the date of issuance of matters not expressly covered by ISP98, shall be governed by and construed Florida.
presented on or hefore, shall be deemed automatically extended hereof, unless ninety (90) days prior to a	n under and in compliance with the terms of this Letter of Credit will be honored.  However, it is a condition of this Letter of Credit that d without amendment for one year from the present or any future expiration daily such expiration date we shall notify you in writing, certified mail - return receivis Letter of Credit renewed for any such additional period.
	Very truly yours.
	very many years.
	Bank: (Print Name of Bank)
	Bank:
	Bank:(Print Name of Bank)
	Bank:(Print Name of Bank)  By
	Bank:(Print Name of Bank)  By(Print Name of Bank Official)
	Bank:(Print Name of Bank)  By(Print Name of Bank Official)
	Bank:(Print Name of Bank)  By(Print Name of Bank Official)
	Bank:(Print Name of Bank)  By(Print Name of Bank Official)
	Bank:(Print Name of Bank)  By(Print Name of Bank Official)

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: May 17, 2018

Second Revised Sheet No. 9.435 Cancels First Revised Sheet No. 9.435

Date	
This document is to certify that _	(OFFICER OR AGENT SIGNING LETTER OF CREDIT)
CHAIN TO SECURE OF A	has the necessary authority to execute the
(THILE OF OFFICER OR A	
(NUMERICAL AMOUNT) Irrevo	cable Bank Letter of Credit Number
issued(DATE OF PREPARATION	for the benefit of Florida Power & Light Company and
for the account(s) of	
W E	(CUSTOMERS NAME)
(NAME (	OF BANK EXECUTING LETTER OF CREDIT)
	Bunk (Print Name of Bank)
Corporate Seal	Бу
	(Print Name of Bank Official)
	Title:

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: February 25, 2011

Fourth Revised Sheet No. 9,440 Cancels Third Revised Sheet No. 9,440

	SURETY BOND	
KNOW ALL PERSO	INS BY THESE PRESENTS:	
THAT WE.	as Principal at (mailing address)	
and	a surety company at	(mailing address)
Florida, as Surety are existing under the low- money of the United	beld and firmly bound to Florida Power & Light Company, a corporate of the State of Florida, its successors and assigns, in the amount of \$	s in the State of on organized and lawfu
& Light Company re- Principal and Florida	pursuant to its authorized General Rules and Regulations for Electric Service quires the Principal so establish credit for prompt payment of its monthly Power & Light Company agree that Principal may do so by furnishing the monthly utility hills to be rendered by Florida Power & Light Company;	utility bills, and
amounts which may b	EFORE, the condition of this obligation is such that if the Principal shall be due by Principal to Florida Power & Light Company for utility services mises, then this obligation shall be rull and void, otherwise it shall remain	in the Principal's
payment, or any part otherwise be restored or reorganization), then t have continued in exis-	FURTHER, that Principal and Surety jointly and severally agree that if at an thereof, of Principal's obligations to Florida Power & Light Company is or returned for any reason whatsoever (Including, but not limited to, insolver he Surety obligation shall, to the extent of the payment resembled or return tence, notwithstanding such previous payment, and the Surety obligation shall, or the case may be, as to such payment, all as though such previous p	rescinded or must say, bankruptcy or sed, be deemed to all continue to be
of the number of pres smount, in the aggreg- obligations in which as	IR, that regardless of the number of years this bond shall continue or be continued which shall be payable or paid, the Surety shall not be liable there are, than the amount of this bond, unless suit must be brought for enforcer are the Surety will also be liable for all costs in connection therewith and reaf and fees for appeals; and	under for a larger nent of the within
subsequent liability by Power & Light Computual not be effe Number	FURTHER, that should the Surety so elect, this bond may be canceled by giving thirty (30) days' notice in writing by certified mail-return receipt reany at 4200 W. Flagler St., Miami Fl. 33134 mail code RRD/GO. The notice unless it includes the Principal's name and "I written thereon.	quested to Florida on of concellation
	ed thisday of	
(C		
Sig	nature format in this section will vary depending on type of legal entity (Corporation, Partnership, Joint Ventury, Sole Proprietor)	
	(Corporation, Farthermap, Joint Ventury, Soie Proprieter)	
Corporate	Surcty	Notary
Seal	Barrier -	1200
Sell	(Designated in attached Power of Attorney, If not Florida Resident,	Seal
of SURETY	countersigned below.)	(Sunety)
Sec. 270-954-74 8		County 17
	(Continued on Sheet No. 9 441)	

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: July 11,2017

ORDA FOWER & LIGHT COMPANY	Third Revised Cancels Second Revised	Sheet No. 9,441 Sheet No. 9,441
(Continued fr	rom Sheet No. 9.440)	
5 6 7 6 7 6 7 6 7 6 7 6 7 6 7 6 7 6 7 6	COOLUMBIA COO	
NOTARY CERTIFICAT	IE-SURETY SIGNATURE	
STATE OF FLORIDA COUNTY OF		
The foregoing instrument was acknowledged before me that and	who is (see) personally known	
to me or Than (have) produced [] physical presence or [] online notarization, and who did (did And	as identification or by means (	ir .
Swom to (or affirmed) and subscribed before me by mums of	[] physical presence or [] online notarization, this	day of
, sby		
	Notary Public, State of Florida	
	Print Name of Notary Public	
My Commission Expires:	Commission Number	
Countersigned By	<u> </u>	
(Florida Resident Agent)	(Florida Resident Agent's Address)	
()	Florida,	
(Florida Resident Agent's Phone Number)		

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: April 20, 2021

Original Sheet No.9.475

	CONTRACT SERVICE AGREEMENT FOR THE PROVISION OF SER THE COMMERCIAL / INDUSTRIAL SERVICE REDER	EVICE UND	ER
	is Contract Service Agreement ("Agreement") is made and entered into as of this	day of a Florida cor	by and between aporation (hereinafter
Calle	led the "Company"). WITNESSETH:		
	HEREAS, the Company is an electric utility operating under Chapter 366, Florida Statutes, plic Service Continues or any successor agency thereto thereticalist called the "Commission"		e jurisdiction of the Horida
WE	HEREAS, the Customeris		and
	HEREAS, the Customer can receive electric service from the Company under tantif schedule, and		at the following service
WH	HEREAS, the present pricing available under the Company's rate schedule is sustained to decide not to take electric service from the Company for all or a part of Customer's ra		some justification for the
	HEREAN, the Costomer has shown evidence and attested to its intention to not take electric a- cing adjustment is made under the Company's Commercial / Industrial Service Rider ("CISR")		he Company unless a
	HEREAS, the Company has sufficient capacity to serve the Customer at the aforementioned set for at least the littlewing mostle period, and	areica locatio	m for the fine-eachie finan
cost Tela	HEREAS, the Company is willing to make a prioring adjustment for the Contourer in exclosing times to purchase electric energy enclasively from the Company at agreed upon service locats actual energy," may exclude certain electric service requirements served by the Contourer's sceneral,	ions (for purp	poses of this Agreement, the
NO	W THEREPORE, in consideration of the matual covernets expressed borein, the Company as	ad Costomer	agree as follows:
L	Rate Schedulo(s) — The Company agrees to flamish and the Customer agrees to take power p the Company's tentif, rate schedule;	by the Count ribod in Socia and Ci	mession or as said beiff and re fon 6 hereis). The TSR beiff, except to the
2.	Term of Agreement - This Agreement shall remain in force for a term of	this comment	ing on the date above first
3.	Modifications to Tartiff and Rate Schedule - See Exhibit "It" to this Agreement.		
4.	Excladably Provides – During the term hereof, the Customer agrees to paidbase five requirements for electric capacity and energy for its facilities and equipment at the service leaguement. The "entire tequirements for capacity and energy" may exclude certain electric customers own generation as of the date of this Agreement.	ocation (ii) de	escribed in Exhibit A to this
	(Continued on Shart No. 9.476)		

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: February 4, 2014

Original Sheet No. 9.476

(Confirmed from Sheet No. 9-475)

- Termination This Agreement shall sension in effect for the period defined in the Term of Agreement above. This Agreement may
  be terminated in the following macroers.
  - a. Modification of Rate Schedule In the event that any provision of any applicable rate schedule(s) is arrestled or modified by the Commission in a manner that is material and adverse to one of the parties hereto, that justy shall be entitled to ignitivate 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 pradent, this Agreement shall be considered terminated immediately upon meltifulary.
  - c. Insecurate or Misheading Information For the purposes of this Agroomert, in the event that it is determined that the Customer has provided unaccount or misheading information to the Company, which the Company solid upon in unturing into this Agroomert, this Agroomert shall be considered terminated introductly 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 0 to this Agrooment.
  - d. Minimum Lead The Customer is required to maintain a minimum load of 2 MW in order to remain on the CISR. If the surfaces at any time ceases to be billed under a rate schedule specific to sustanees with demands of 2 MW or more, the customer will be deemed to no longer be digible for the CISR, and the Company may cancel the Agreement and immediately discontinue any negotiated discounts.
- 6. Entire Agreement This Agricinent supersedes all provious agriciners and representations either writtin or oral berotofore made between the Company and the Customer with respect to the matters heroin contained. This Agreement, when thisy executed, constitutes the ordy agreement between the parties heroto relative to the matter heroin described.
- 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 Communion, as amended from time to time. In the swart 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.
- Nestices All revices and other communicas horsender shall be in writing and shall be delivered by hand, by prepaid first class registered or certified mail, return receipt requested, by courter or by factorale, seldersted as follows:

If to the Company:	Horida Power and Light 709 Universe Blvd, CEA/JB Jano Beach FL 33408 Facsimile Attention
With a copy to:	Florida Power and Light 700 Universe Blvd. CEA/JB June Beach FL XMOR Facsinals: Attention:
If to the Customer:	
	Facsarralie
	Attention
With a copy to:	
and the second second	
	Teremic
	Attention
Except as offerwise expressly provided in this Agreement, all notices a nacept. Each party shall have the right to designate a lifterest address t	

(Continued on Sheet No. 9 477).

Issued by: S. F. Romig, Director, Rates and Fariffs

Effective: February 4, 2014

First Revised Sheet No. 9.477 Cancels Original Sheet No. 9.477

(Continued from Sheet No. 9.476)

- 9. Assignment; No Third Party Seneticiaries This Agreement shall impre to the benefit of and shall bind the successors and assigns of the parties hence. No assignment of any rights or delegation of any obligations become shall have the effort of releasing the assigning party of any of its obligations becomeder, 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 heroto or such signatory party's successors and assigns.
- 10. Walver At its option, either party may waive any or all of the obligations of the other party contained in the Agreement, but moves of any obligation or any breach of this Agreement by either party shall in no event constitute a moiver as to any other obligation or breach, or any future breach, whether similar or dissimilar in nature, and no such waiver shall be binding unless signed in writing by the waiving party.
- Headlines The section and paragraph hasdings contained in the Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.
- 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.
- Dispute Resolution All disputes arriving 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 undit 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 supersted, each information shall be made annihilate for review by the Commission and its shall only and such review shall be made under the confidentiality raises of the Commission.

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

Fibrary Co.	lw:
	Anist Its_
ituimoi.	FLORIDA POWER AND LIGHT
	by:
	Attest

(Continued on Sheet No. 9.478)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: September 17, 2018

# (Continued from Sheet No. 9.477) Contract Service Agreement Exhibit A Customer Name and Service Location(s):

(Continued on Steet No. 9.479)

Original Sheet No. 9,478

Effective: September 17, 2018

First Revised Sheet No. 9.479 Cancels Original Sheet No. 9.479

#### FLORIDA POWER & LIGHT COMPANY

(Continued from Sheet No. 9.478)

# Contract Service Agreement

# Exhibit B

Customer	Name	and	Service	Locat	ion()	130
----------	------	-----	---------	-------	-------	-----

(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 base charge and clause rates will also be based on the Customer's otherwise applicable rate.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Fourth Revised Sheet No. 9,480 Cancels Third Revised Sheet No. 9,480

	£		DESTRIAL LOAD C AM AGREEMENT	ONTROL
то	FPL C/LOAD MAN EMAIL: CILCUITPLE			
FROM:	Name Service Address			Date Sent Time Sent
	Account No.			029462997
REQUEST FO	R APPROVAL TO:			
<b>D</b>	CONDUCT MAINTEN.	ANCE ON EQUIPME	INT	
	☐ Generator	D Control Circ	cust Wiring	
	☐ Switch Gear FROM (Date/Tirse)	☐ Other TO (Date/Time)		
13	CHANGE CONTINU PROVISION FROM		(COSP)	
	CHANGE CONTINU PROVISION FROM		(COSP)	
Custo	mer's Signature	-	Date	Time
APPROVALS				
FPL TOP	d Minagement		Date	Time
*******	2		Date	Time
TO:				-1
FPL APPROV	Customer No AL TO CHANGE: YES NO Remarks:	ime:	Date	Time
UDF COL	Load Management Au	thurization	Date	Time

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Fifth Revised Sheet No. 9.490 Cancels Fourth Revised Sheet No. 9.490

75.0	Agreement is made this	day of	by and between	
	fled the "Customer"), located at	707.07	in.	Floride
		a corporation organize	ed under the laws of the State of Florid	
		하게 없는데 사람이 들어갔다.	mers who, as of March 19, 1996, we	
New Day of State	LC Schedule or had fully execute			
	100	- 50	t	
		WITNESS	ETH	
For as follows		coverants and agreeme	nts expressed herein, the Company an	d the Customer agree
1.	conditions of the Company's Co CILC-1*) as currently approved Commission (*Commission*). Agreement to Schedule CILC-	emmercial/Industrial La l or us may be modified The Customer understa L both parties intend 1 tompany's provently up	es to take electric service subject to oad Control Program Schedule CILC if from time to time by the Florida Pu inds and agrees that, whenever refer o refer to Schedule CILC-1 is it in proved Schedule CILC-1 is attached in.	I ("Schedule blic Service ence is made in this ay be modified from
2.	the Company or the Customer u Customer terminate service or l	pon written notice give be removed by the Co	ct to Limitation of Availability, until in at lesst five (5) years prior to termi impany and later desire to resume se itten notice prior to resuming service	nation. Should the rvice under Schedule
3.	Service under Schedule CILC- 25-17 0021(4), F.A.C. Goals for Conditions, or any other Comm	r Electric Utilities and	terminations made under Commissio 25-6 (438; F.A.C., Non-Firm Servic )	on Rules or -Terms and
*	("Controllable Demand") during Customer absones to operate be into an interconnection agreem Company's electrical system. If when the Company is controlla- during periods when the Comp "Controllable Demand" level. "Firm Demand" or "Controllable of the Customer's load. The Con-	g the Customer's servis g periods when the Concluder generation equi- nest with the Company be "Firm Demand" les- ing load, nor shall the- stry has requested that Upon mutual agreen- te Demand" level is not ustomer shall notify the	wel of kw ("Firm Demond"), se, or (ii) to provide a load reduction company is controlling the Customer ignment in parallel with FPL, the ( y prior to operating such equipment sel (as applicable) shall not be exces "Controllable Demand" level (as app the Customer operate its equipment of the Company and the Custor frequently raised or lowered, so long a result of a transfer of load from the the Company, in writing, at least nine of the Customer's backup generation	of kw 's service. If the Customer shall enter in parallel with the ided during periods dicable) be reduced int to meet the iner, the Customer's is the change in the ne controllable portion by (90) days prior to
		(Continued on Shee	437- 0 40D	

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

Fourth Revised Sheet No. 9.491 Cancels Third Revised Sheet No. 9.491

(Continued from Sheet No. 9.490)

- 5. Prior to the Customer's receipt of service under Schedule CILC-1, the Customer must provide the Computy occess at any reasonable time to impect any and all of the Customer's load control equipment and/or backup generation equipment, and must also have received approval from the Compuny that the load control equipment is satisfactory to effect control of the Customer's load, and/or the backup generation equipment is satisfactory to contribute to the Controllable Demand level. The Customer shall be responsible for morting any applicable electrical code standards and logal requirements pertaining to the installation, maintenance and repair of the load control and/or backup generation equipment. It is expressly understood that the initial approval and later suspections by the Company are not for the purpose of, and the Customer is not to rely upon any such inspection(s) for, determining whether the load control and/or backup generation equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.
- 6. The Customer agrees to be responsible for the determination that all electrical equipment to be controlled and/or backed up is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.
- 7. Within two (2) years of this Agreement, the Customer agrees (i) to perform the necessary changes to allow control of a portion of the Customer's load and/or (ii) to install or have in place backup generation equipment to contribute to the Controllable Demand level. Schedule CILC-1 cannot apply earlier than this date unless the Company so agrees. Should the Customer full to complete the above work by the above-specified date, or should the Customer full to begin taking service under Schedule CILC-1 during that year, this Agreement shall become null and void unless otherwise agreed by the Company.
- 8. Upon completion of the installation of the load control equipment und/or any necessary backup generation equipment, a test of this equipment will be conducted between the hours of 7 a.m. and 6 p.m. Mossky through Friday, excluding holidays. Notice of the test shall be provided to the Company at least five (5) business days in advance of the date of the test, and the Company shall be afforded the opportunity to witness the test. The test of the load control equipment will connect of a period of load control of not less than one hour. Effective upon the completion of the testing of the load control equipment and/or the backup generation equipment, the Customer will agree (as applicable) to either a "Firm Demand" or a "Controllable Demand". Service under Schedule CILC-1 cannot commence prior to the installation of load control equipment or any necessary backup generation equipment and the successful completion of the test.
- 9. In order to minimize the frequency and duration of interruptions under the CILC Program, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Schedule CILC-1. The Customer electrology not elect to continue taking service under the Continuity of Service Provision. Service will be provided only if capacity und/or energy can be obtained by the Company and can be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to firm Customers. The Customer may counterment the election specified above by providing written notice to the Company pursuant to the guidelines set forth in Schedule CILC-1. The Company's obligations under this Section 9 are subject to the terms and conditions specifically set forth in Schedule CILC-1.

(Continued on Sheet No. 9 492)

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

Effective: November 15, 2002

Third Revised Sheet No. 9.492 Cancels Second Revised Sheet No. 9.492

(Continued from Sheet No. 9.491)

- The Company may terminate this Agreement at any time of the Customer's lead control organization fields to permit the Company to affect control of the Customer's lead, and/or if the Customer's organization fields to must the Controllable Demand level. Prior to any such termination, the Company shall softly the Customer's lead transport (9% days in advance and describe the failure or malfunction of the Customer's lead control organization adapt generation equipment. The Company may then terminate this Agreement at the end of the 90-day notice period urbans the Customer takes measures necessary to remody, to the Company's satisfaction, the deficiencies in the load control opapitions under the bookup generation equipment. Notwithstanding the foregoing, if at any time during the 90-day period, the Customer other refuses or fails to institute and pursue consolve action, the Company shall be smitted to suspend forthwith the mortility billing scalar the Schedule CLC-1, to bill the Customir under the otherwise applicable from service rate schedule and to apply the robilling and penalty processors crammoted under "Charges for Early Termination" in Schedule CLC-1.
- 11. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of control of electric service pursuant to the terms of Scholulo CILC-1 by remote control or otherwise, under installation, operation or maintenance of the Contonion's generation opagament to controllable Designation.
- This Agreement supersedes all previous agreements and representations, either written or onl, herotofore made between the Company and the Customer with respect to matters heroin contained.
- 13. This Agreement may not be assigned by the Customer without the prior written consent of the Company. The Customer shall, at a minimum, provide to the Company a copy of the articles of incorporation or partnership agreement of the proposed assignee, and a copy of such assignee's most recent around report at the time an assignment is requisited.
- This Agroment is solijost to the Company's "General Rules and Regulations for Electric Service" and the Rules of the Commission.

IN WITNESS WHIDEOF, the Customer and the Company have caused this Agreement to be duly executed as of the day and year first above written.

# CUSTOMER (private) FLORIDA POWER & LIGHT COMPANY Signed Signed Name Tale CUSTOMER (public) Covernmental Entity Anne Signed By Clerk Deputy Clerk Name Title

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

Effective: March 7, 2003

Second Revised Sheet No. 9.494 Cancels First Revised Sheet No. 9,494

Service Address: Account No.: Fax No.:  REQUEST FOR APPROVAL TO:  CONDUCT MAINTENANCE ON EQUIPM  Generator  Switch Geie  (Date/Time)	ENT	Dute Sent : Time Sent:  (Dute Time)
Service Address: Account No.: Fax No.:  REQUEST FOR APPROVAL TO:  CONDUCT MAINTENANCE ON EQUIPM Clenerator Switch Gene Control Circ FROM (Date/Time)  CHANGE CONTINUITY OF SERVICE	ENT uit Wiring TO _	Time Sent:
Account No.: Fax No.:  Fax No.:  REQUEST FOR APPROVAL TO:  CONDUCT MAINTENANCE ON EQUIPM Generator  Generator  Switch Gene  (Date/Time)  CHANGE CONTINUITY OF SERVICE	ENT uit Wiring TO _	
Fax No.:  REQUEST FOR APPROVAL TO:  CONDUCT MAINTENANCE ON EQUIPM Generator Gontrol Circ Switch Geie Gother FROM (Date/Time)  CHANGE CONTINUITY OF SERVICE	un Wiring	(DateTime)
REQUEST FOR APPROVAL TO:  CONDUCT MAINTENANCE ON EQUIPM Generator Gontrol Circ Switch Gene Gother FROM (Date/Time)  CHANGE CONTINUITY OF SERVICE	un Wiring	(DateTime)
CONDUCT MAINTENANCE ON EQUIPM Generator Gontrol Circ Switch Gese Gother FROM (Date/Time)  CHANGE CONTINUITY OF SERVICE	un Wiring	(DeteTime)
☐ Generator ☐ Control Circ ☐ Switch Geie ☐ Other FROM	un Wiring	(DateTime)
☐ Switch Gese ☐ Other FROM	то _	(DateTime)
FROM(Date/Time)  CHANGE CONTINUITY OF SERVICE		(DeteTime)
(Date/Time)  CHANGE CONTINUITY OF SERVICE		(Date Time)
☐ CHANGE CONTINUITY OF SERVICE	(COSP)	(Jac time)
	(COSP)	
CHANGE CONTINUITY OF SERVICE PROVISION FROM "YES" TO "NO"	(COSP)	
Customer's Signature	Date	Time
APPROVALS:		
FPL C/I Load Minagement	Dute	Time
FPL TOP	W000024	1,477,492
	Date	Time
10:		
	hate .	Time
FPL APPROVAL TO CHANGE:		
U YES		
D NO Remarks:		

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

First Revised Sheet No. 9.495 Cancels Original Sheet No. 9.495

Thi	s Agreement is made this	day of	, by and between
	in	(bereinafter called the "Customer Florida, and FLORIDA	A POWER & LIGHT COMPANY, a
corporatio	on organized under the laws of the	State of Florids (heroinafter called the "Comp	
		WITNESSETH	
For an follows		covenants and agreements expressed herein,	the Company and the Customer agree.
Œ	of the Company's Commercial I be modified from time to tin understands and agrees that, wh refer to Rider CDR as it may be	and the Customer agrees to take electric ser industrial Demand Reduction Rider ("Rider of ne by the Florada Pahlic Service Commi- senever reference is made in this Agreemer to modified from time to time. A copy of the it A, and Hider CDR is hereby made an integr	CDR*) as currently approved or as may used ("Commission"). The Customer at to Rider CDR, both parties intend to be Company's presently approved Rider
2		Il continue, subject to Limitation of Avail written notice green at least fire (5) years po	
3.		be subject to determinations made under Co d 25-6/0438, F.A.C., Non-Firm Service :	
4	Company is controlling the Cus parallel with FPL, the Customer such equipment in parallel with be exceeded during periods wh the Customer, the Customer's 'F Firm Demand' level is not a re-	todia usage level ofkW ("Firm Di- tomer's service. If the Customer chooses to shall enter into an interconnection agreeme the Company's electrical system. The "Firm on the Company is controlling load. Upon irm Demand" may be subsequently mixed or sold of a transfer of load from the controlla- iny, in writing, at least minety (90) days prior	operate tockup generation equipment in int with the Compuny prior to operating Demand' level (as applicable) shall not mutual agreement of the Compuny and r lowered, so long as the change in the " ble portion of the Customer's load. The
*	reasonable time to inspect any equipment, and must also have generation equipment is satisfac meeting any applicable electrics and opens of the load control of initial approval and later inspec- upon any such inspection(s).	of service under Rider CDR, the Customer in and all of the Customer's load control received approval from the Company that the large to effect control of the Customer's load of code standards and legal requirements perquipment and/or backup generation equipments and/or backup generation equipments by the Company are not for the purpor, determining whether the load control maintained or is in compliance with any appropriations.	equipment and/or backup generation is lead control equipment and/or backup. The Customer shall be responsible for rtaining to the installation, maintenance tent. It is expressly understood that the ose of, and the Customer is not to rely equipment and/or backup generation
		(Continued on Shert No. 9.496)	

Third Revised Sheet No. 9.496 Cancels Second Revised Sheet No. 9.496

## (Continued from Short No. 9,495)

- The Customer agrees to be responsible for the determination that all electrical equipment to be controlled and/or budged up is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.
- 7. Within two (2) years of this Agreement, the Customer agrees to (i) perform the necessary charges to allow control of a portion of the Customer's load and/or (ii) install or have in place backing generation equipment to centribate to the demand reduction level. Should the Customer fail to complete the above work by the above-specified date, or should the Customer fail to begin taking service under Rider CDR during that year, this Agreement shall become rail and void unless otherwise agreed by the Company.
- 8. Upon completion of the installation of the load control equipment and/or backup generative equipment, a test of this equipment will be conducted at a mutually agreeable time and date. This time and date shall typically be terifin the Controllable Rating Period intense otherwise agreed by the Company. Notice of the test shall be provided to the Company at least five (3) business days in advance of the date of the test, and the Company shall be affixeded the opportunity to witness the test. The test of the load control equipment will consist of a period of load control of not less than one hour. Effective upon the completion of the testing of the load control equipment and/or backup generation equipment, the Contense will agree to a "Firm Demand". Service under Rider CDR control equipment and/or to the installation of load control equipment or any necessary backup generation equipment and the successful completion of the test.
- 9. In order to minimize the frequency and duration of interruptions under the Commercial Industrial Demand Reduction Rider, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Rider CDR. The Continuity of Service Provision in Rider CDR. The Continuity address energy can be obtained by the Company and can be transmitted and distributed to reason provided only if capacity and/or energy can be obtained by the Company and can be transmitted and distributed to reason Continuity or repairment of the Company's system or service to furn Customer. The Continuity of CDR. The Company's obligations under this Section 9 are subject to the Company's obligations under this Section 9 are subject to the terms and conditions specifically set Both in Rider CDR.

The Company may terminate this Agreement at any time of the Customer's load control equipment analyse backup generation equipment fails to permit the Company to effect control of the Customer's load. Prior to any such termination, the Company shall nearly the Customer at least sanety (90) slays in advance and describe the failure or malfunction of the Customer's load control equipment and/or backup generation equipment. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes transment necessary to remedy, to the Company's satisfaction, the deficiencies in the load control equipment and/or backup generation equipment. Notwithstanding the foregoing, if at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Certipuoy shall be entitled to suspend forthwith the mortally credit under Rider CDR, bill the Customer under the otherwise applicable firm service rate schedule, and may apply the rebilling and penalty provisions cremented under "Changes for Early Termination" in Rober CDR.

- 10. The Customer agrees that the Company will not be liable for any damages or migrates that may occur as a result of central of dectric service pursuant to the terms of Sider CDR by remote control or otherwise, and/or installation, operation or maintenance of the Customer's generation equipment to meet the Firm Demand level.
- This Agreement supersedes all previous agreements and representations, either written or end, herefolior made between the Company and the Commercrawith respect to materia herein-contained.
- 12 This Agreement may not be assigned by the Customer without the prior written consent of the Company. The Customer shall, at a minurum, provide to the Company a copy of the articles of incorporation or partnership agreement of the proposed assigner, and a copy of such assigner's most recent annual report at the time an assignment is requested.
- 13. This Agreement is subject to the Company's "General Rules and Regulations for Electric Service" and the Rules of the Commission.

(Continued on Short No. 9-497)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

First Revised Sheet No. 9,497 Cancels Original Sheet No. 9,497

IN WITNESS WHEREOF, the Custom and year first above written.	ner and the Company have caused this Agreement to be duly executed as of the o
CUSTOMER (private)	FLORIDA POWER & LIGHT COMPANY
Corpey	Signet
Signod	Name:
Name	
lide	
CUSTOMER (public)	Attest:
Sovenmental Entity:	Signet
Signed	ByClerk/Deputy Clerk
Name	Clerk Liebury Clerk
Tide	

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

Second Revised Sheet No. 9,500 Cancels First Revised Sheet No. 9,500

			RECEIPT OF SERVICES	
				FPL Account Number
eten	ner Na	mc	Cystomer /	Address
y:			State	ZipCode
	1 hes	dry acknowledge recopt from Flor	ida Power & Light Company (FPL) of th	as following services:
	1		e halding shift, and the space hosting or This energy sodit inspection was made	soling and nater heating equipment of my residence
			y FPL energy sustitor e to my roadence (check all applicable)	and covered the folio
	O Pe O Re	olking eatherstripping mace Efficiency Modification placement Central Air oditioner	O Floor Insulation O Duet Insulation O Water Heater Insulation O Stoem Windows	O Solar Domestic Water Heating O Window Hoat Gain Remediates O Replacement solar swittening pool heater O Waste Heat Recovery Water Heating
	UCe	iling tresilation	Official absorbing reflective windowidoor material	0
	OW	all insulation.	O Load Management Devices O Clock Thermostats	0
	The I		to me why any of the above conservation	n masseus not checked are not applicable to my
	2.	thused upon typical local prices (based upon FPL/s currently effi-	for materials and installation), and the octive tastif). This scritten audit report, a	(checked above), the estimated cost of each me estimated energy savings from restaling each me a copy of which is attached, was provided to me impection, and has been explained to me fully.
	λ	An information package contain	ing a list of no cost/low cost conservation	practices which are applicable to my ravidence.
	The resid these on a house	VICE FEE will be added to my FF procedures used to make the est tential energy modits. However, it is measures may be different from necessaryments of the house, the chold. Further, the total energy	<ol> <li>cleenie service bill. I flather understar imates of energy savings are consistent be actual installation costs incurred an order estimates contained in the audit of y are also based on assumptions wh</li> </ol>	t with Department of Energy criteria for of energy savings realized from installing report. Although the estimates are based lich may not be totally correct for the sore than one program measure may be
	Leces	noweds nor for any conseque	outlal or incidental damages resulting if free from defects and properly in-	allation of any conservation measures it ig from defects therein, and does not stalled, will result in the energy savings
	Sign			
		Customs	# Data	

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

Sixth Revised Sheet No. 9.600

FLAMIDA FOM ER & LA	PRINT, CONFIDENCE OF CASE	
		FPI, ACCOUNT No
		FPL PREMISE No.
	AGREEMENT FOR CU	RTAILABLE SERVICE
This Agreement is made this	day of	by and between
thereinafter called the "Costomer	WORKS FOR	Dr
Florida and Florida Power & Light C	Sompany, a corporation, organized and e	nursing under the laws of the State of Florida (hormsufter salled the Compan
	WITH	2000000
That for and in consideration of the s	mittal overants and agreements set for	th boxes, the parties bareto agree as follows:
Agreement and ottached be shall pay mortily the Bu-	le electric service parsuant to Rate Si stato. If the Customer's Demand is in ser Charge, Demand Charge for the que but never less than the minimum of	sufficient to qualify for sual rate it is hereby agreed that the Curtoms minimum demand or the currently affective domand, whichever
2. That the Costoner agrees to	e-curtail Demand by 200 kW or more t	apon request of the Company.
<ol> <li>That the Customer agrees to Company.</li> </ol>	to curtail to a maximum demand of	LW during the custoffment periods specified by the
demand specified in purag- twelve (12) month period. Schedule marked Exhibits of does not decrease the total	graph 3. The Customer has the optic 1. Thereafter, end-just to the Term of "A", a change to the maximum densi- t amount of Non-Firm Demand deter	more between the Customer's monthly billing domand and the macinum on to raviou the contracted maximum demand once theiring the built of Service analyse the Provincess for Early Terminations of the Rumal specified in paragraph 3 may be made provided that the review mails persuant to the Rute Schechle marked Exhibit "A", during the average of the number of billing months under the Rute Schechle
secover from the Customer	all occur cutailment credits inned	to curtail to the demand specified in paragraph 3, the Company slu in the preceding 36 menths, or since the but curtailment whichever is Rate Schedule marked Exhibit "A".
recomive rate schedule w Customer. In the event any	which may be approved from time to	that "A", which is attached to said made a part of this Agreement, or to time by the Florida Public Service Commission, shall apply to 0 or met, the Contoner will be placed on as appropriate non-custailable.
<ol> <li>That failure or delay by en waver of my of the province</li> </ol>		remedies provided besite or by law, shall not be doesned to constitu
8. That this Agreement super	Marie Barthanina - Marie Barthanina	resentations, either witten, verbal, or otherwise between the Custom
		nd constitutes the outre Agreement between the parties.
and the Greepary, with resp	pect to the matten contained larren as then hardly cannel this Agreement to be	
and the Company, with one IN WITNESS WHEREOF, the pu	pect to the matten contained larren as then hardly cannel this Agreement to be	nd contributes the outre Agreement between the parties.
and the Company, with one IN WITNESS WHEREOF, the pure effective as of the day and your first	pect to the matters contained herein as after hereby cannot the Agreement to be written above.	nd contributes the outre Agreement between the parties.
and the Company, with one IN WITNESS WHEREOF, the put affective as of the day and your first of Changes and Tenno Accepted.	pect to the matters contained herein as free himby cannot the Agreement to be written above.	nd countinies the series Agreement between the parties, executed in triplicate by their duly authorized representatives to be
and the Company, with one IN WITNESS WHEREOF, the pa- effective as of the day and your first of Charger and Tenno-Accepted.  Customer (Pint or type name of Or	pect to the matters contained herein as free himby cannot the Agreement to be written above.	nd constitutes the outpe Agreement between the parties, executed in Equipment by their dely authorized representatives to be FLORIDA INTWER & LIGHT COMPANY

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

First Revised Sheet No. 9.610 TEADER A DONNER & LICETT COMPANY

	CURTAILAI				
000	FPL C/I LOAD MAN FAX: (305) 552-248;				
ROM:	Name:			Date Sent:	
	Service Address Account No.: Fax No.			Time Sent	
BOUEST F	OR APPROVAL TO				
	CONDUCT MAINTEN	ANCE ON EQUIL	PMENT		
	☐ Generator				
	☐ Switch Gear	□ Other			
	FROM	- 25 23-26	TO		
	(Dar	teTime)	(Date/)	ane)	
Clast	omer's Signuture		Dute	Time	
ALONA	NAMES SET VEHICLES		Date	Time	
APPROVAL	š:		Date	Time	
APPROVAL FPL C/I L	S: ond Management		Date	Time	
APPROVAL	S: ond Munagement		17985	Time	
APPROVAL FPL C/I L	S: ond Management		Dete	Time	
APPROVAL FPL CALL FPL TOP	S: ond Management		Dete	Time	
APPROVAL FPL C1 L FPL TOP TO:	S: ond Minugement Customer Na		Dete	Time	
APPROVAL FPL C1 L FPL TOP TO:	S cod Minagement  Customer Na VAL TO CHANGE:		Dete	Time	
APPROVAL FPL CALL FPL TOP  TO:  TPL APPRO	S cod Minagement  Customer Na VAL TO CHANGE:		Dete	Time	
APPROVAL FPL CALL FPL TOP  O:  TPL APPRO	S: coad Minuspement	utte	Dete	Time	
APPROVAL FPL CALL FPL TOP  TO:  TPL APPRO	S: coad Minuspement	utte	Date	Time	
APPROVAL FPL CI L FPL TOP O:	S: coad Minuspement	utte	Date	Time	
APPROVAL FPL CI L FPL TOP O:	S: cond Minnagement Customer Na VAL TO CHANGE: YES NO Remarks	utte	Dute	TimeTime	
APPROVAL FPL CI L FPL TOP TO:	S: cond Minnagement Customer Na VAL TO CHANGE: YES NO Remarks	utte	Dute	TimeTime	

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: November 15, 2002

Third Revised Sheet No. 9.650 Cancels Second Revised Sheet No. 9.650

This Agreement, ma	de this	day of		, by and between
			(hereinafter o	allied the Customer) located at
North Donner & Light /	Transmit is not	n bar ingger	- in	, Florida and ws of the State of Florida (hereinafter
added the Company)	contpany, a con	potution, organized no	to extining united the sa-	RESIL THE SOME AN EXPERIMENTAL
		WITNE	SSETH	
That for and in consider	ation of the ma	tical covenants and ago	ecments set forth herein	s, the parties hereto agree as follows:
The Company shall made a part of this A	provide electr (greenent sith)	to service pursuant to rugh the provisions for	Rate Schedule certain levels of deman	marked Exhibit "A" which is duage are not met.
	demand, which			ge for the minimum demand or the ever less than the minimum charge a
provisions of the R	ate Schedule n		en provisions of paragn	iffies the Customer for service unde- uph 2 are waived for the next elever
grother rate schools	le, this Agreen		void and service shall I	ings the Customer to be served under be rendered under the appropriate rate
		nn of service provided roviding written notice		greenest may be terminated by either
	uccessive rate	schedule which may b		is attached to and made a part of this to time by the Florida Public Service
	the Company, 1			r written, verbal, or otherwise between and constitutes the entire Agreemen
IN WITNESS WHEREO representatives to be effect				cate by their duly authorized
Charges and Terms Accept	not.			
		THE COLUMN TWO IS NOT	FLORIE	DA POWER & LIGHT COMPANY
Customer (Print or Hyperic	ane of Organizat	direct		
By			By	11/2/05/05/05/05
Signature (Authorizan	l Representative:			(Signature)
O'nut or typ	semane)	-0.7		Print or typename)
Title			Tide	SASTEM WASHINGTON

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Short No. 9.665

Sondominium Name Same as shown on FFE, Account	Condominium Address FPL Account. No.
condominum buildings operating in a manner s electric metering requirement for resort condom 1. The Declaration of Condominum re short term such as per day or per week 2. A registration desk, lobby and cent 3. A record is kept for each unit show	es through Florida Administrative Code (F.A.C.) Rule 25-6 049 that imiliar to botels and motels can qualify for an exemption from the individual insums only if the following criteria are used solely for overnight occupancy (a where permanent residency is not established), and telephone switchboard are maintained, and ing each check-in and check-out date for the unit and the name(s) of the ne unit between each check-in and check-out date.
condomission association of the condomini Customer"), and by the Customer annually conversion to individual metering, if required, any remaining undepreciated cost of any exis-	initially by the owner or developer of the condominium named above, or the m named above, or the customer in the FPL account named above ("if thereafter, that the above criteria have been met, and that any cost of fatus shall be borne by the Customer. These costs shall include, but not be limited to ling distribution equipment which is removed or transferred to the ownership location of any distribution equipment, less the salvage value of any removed.
for Compliance assigned by FPL. Upon requ	his attestation must be provided to FPL annually by the Annual Attestation Da est and reasonable notice, FPL shall be allowed to inspect the condominium the condominium is in compliance with F.A.C. Rule 25-6:049. If the criter
above are not met, then FPL shall not provid	the concommum is in composite with FAC. Rule 25-6049. If the crites is master-metered service to the condominium. The Customer shall notify Fi in ceases to meet the requirements in F.A.C. Rule 25-6049.
above are not met, then FPE, shall not provide within 10 days if, at any time, the condominion If a condominium as master metered under the above, or the Customer fails to make the arm the Customer that the condominium is no for clear evidence to the contrary within 30 days units within six months following the date on:	le master-metered service to the condominium. The Oustomer shall notify FI
above are not met, then FPL shall not provide within 10 days if, at any time, the condominion If a conslominium is master metered under the above, or the Customer fails to make the arm the Customer that the condominium is no lore clear evidence to the contrary within 30 days units within six months following the date on on failure to comply with F.A.C. Rule 25-6.04.  Accordingly, the undersigned declares: the significant of the Custom authorized to sign on behalf of the Custom.	le master-metered service to the condominium. The Customer shall notify FI in ceases to meet the requirements in F.A.C. Rule 25-6:049.  e exemption in F.A.C. Rule 25-6:049 and subsequently fails to meet the crite and attestation required by F.A.C. Rule 25-6:049, then FPL shall promptly not iger eligible for master-metered service. If the Customer does not respond we of receiving the notice, the Customer shall individually meter the condominis the notice. During this six month period, FPL shall not discontinue service has
above are not met, then FPL shall not provide within 10 days if, at any time, the condominion If a condominium is master metered under the above, or the Customer fails to make the arm the Customer that the condominium is no long elear evidence to the contrary within 30 days units within six months following the date on on failure to comply with F.A.C. Rule 25-6.04.  Accordingly, the undersigned declares: the is authorized to sign on behalf of the Custom	le master-metered service to the condominum. The Customer shall notify FI in ceases to meet the requirements in F.A.C. Rule 25-6/049.  It exemption in F.A.C. Rule 25-6/049 and subsequently fails to meet the crite and attestation required by F.A.C. Rule 25-6/049, then FFL shall promptly not iger eligible for master-metered service. If the Customer does not respond with of receiving the notice, the Customer shall individually meter the condomining the notice. During this six month period, FFL shall not discontinue service has 0. Thereafter, the provisions of Rule 25-6/105 apply.  Sove named Condominium meets all of the aforementationed requirements, 1 after, and under penalties of perjury, 1 declare that 1 have read the foregon
above are not met, then FPL shall not provide within 10 days if, at any time, the condominion If a condominion is master metered under the above, or the Customer fails to make the annut the Customer that the condominion is no for clear evidence to the contrary within 30 days units within six months following the date on on failure to comply with F.A.C. Rule 25-6.04 Accordingly, the undersigned declares: the signatherized to sign on behalf of the Custom Condominion Exemption from Individual Ele	le master-metered service to the condominum. The Customer shall notify Fi in ceases to meet the requirements in F.A.C. Rule 25-6.049.  e exemption in F.A.C. Rule 25-6.049 and subsequently fails to meet the crite and attestation required by F.A.C. Rule 25-6.049, then FPL shall promptly not ager eligible for master-metered service. If the Customer does not respond we of receiving the notice, the Customer shall individually meter the condomining the notice. During this six month period, FPL shall not discontinue service has 9. Thereafter, the provisions of Rule 25-6.105 apply.  bove named Condominium meets all of the aforementioned requirements, I a her, and under penalties of perjury, I declare that I have read the foregos ofrice Meterang. Attentation of Compliance and the facts stated in it are true.
above are not met, then FPE, shall not provide within 10 days if, at any time, the condominion If a condominium is master metered under the above, or the Customer fails to make the arm the Customer that the condominium is no for clear evidence to the contrary within 30 days units within six months following the date on on failure to comply with F.A.C. Rule 25-6.04 Accordingly, the undersigned declares: the si authorized to sign on behalf of the Custom Condominium Evernption from Individual Ele For the Customer:	le master-metered service to the condominum. The Customer shall notify Fi in ceases to meet the requirements in F.A.C. Rule 25-6.049.  e exemption in F.A.C. Rule 25-6.049 and subsequently fails to meet the critical attestation required by F.A.C. Rule 25-6.049, then FPL shall promptly notinger eligible for master-metered service. If the Customer does not respond we of receiving the notice, the Customer shall individually meter the condominist the notice. During this six month period, FPL shall not discontinue service based. Thereafter, the provisions of Rule 25-6.105 apply.  Thereafter, the provisions of Rule 25-6.105 apply.  Thereafter and under penalties of perjury, I declare that I have read the foregoing trise Metersing. Attention of Compliance and the facts stated in it are true.  Accepted For Florida Power & Light Company.
above are not met, then FPL shall not provide within 10 days if, at any time, the condominion If a condominium as master metered under the above, or the Customer fails to make the arm the Customer that the condominium is no for clear evidence to the contrary within 30 days units within six months following the date on on failure to comply with F.A.C. Rule 25-6.04 Accordingly, the undersigned declares: the all authorized to sign out behalf of the Custom Condominium Evernption from Individual Ele For the Customer:	le master-metered service to the condominum. The Customer shall notify Fi in ceases to meet the requirements in F.A.C. Rule 25-6:049.  e exemption in F.A.C. Rule 25-6:049 and subsequently fails to meet the crite and attestation required by F.A.C. Rule 25-6:049, then FPL shall promptly not iger eligible for master-metered service. If the Customer does not respond we of receiving the notice, the Customer shall individually meter the condominis the notice. During this six month period, FPL shall not discontinue service has 9. Thereafter, the provisions of Rule 25-6:105 apply.  bove named Condominium meets all of the aforementioned requirements, I a ser, and under penalties of perjury, I declare that I have read the foregois otric Metering - Attentation of Compliance and the facts stated in it are brue.  Accepted For Florida Power & Light Company  By:
above are not met, then FPE, shall not provide within 10 days if, at any time, the condominion If a condominium is master metered under the above, or the Customer fails to make the arm the Customer that the condominium is no for clear evidence to the contrary within 30 days units within six months following the date on on failure to comply with F.A.C. Rule 25-6.04 Accordingly, the undersigned declares: the stauthorized to sign on behalf of the Custom Condominium Evernption from Individual Ele-For the Customer:  By:  (signature)	le master-metered service to the condominum. The Customer shall notify Fi in ceases to meet the requirements in F.A.C. Rule 25-6/049.  e exemption in F.A.C. Rule 25-6/049 and subsequently fails to meet the crite and attestation required by F.A.C. Rule 25-6/049, then FPL shall promptly not iger eligible for master-metered service. If the Customer does not respond we of receiving the notice, the Customer shall individually meter the condominion the notice. During this six seorth period, FPL shall not discontinue service has 9. Thereafter, the provisions of Rule 25-6/105 apply.  bove named Condominium meets all of the aforementioned requirements, I a ser, and under penalties of perjury, I declare that I have read the foregois otric Meterang - Attestation of Compliance and the facts stated in it are true.  Accepted For Florida Power & Light Company  By:  (print or type)
above are not met, then FPL shall not provide within 10 days if, at any time, the condominion If a condominium as master metered under the above, or the Customer fails to make the arm the Customer that the condominium is no for clear evidence to the contrary within 30 days units within six months following the date on on failure to comply with F.A.C. Rule 25-6.04 Accordingly, the undersigned declares: the aliasthorized to sign on behalf of the Custom Condominium Elemption from Individual Elemptic Condominium Elemptic for Individual Elemptic Customer:  By:  (signature)	le master-metered service to the condominum. The Customer shall notify Fi in ceases to meet the requirements in F.A.C. Rule 25-6:049.  e exemption in F.A.C. Rule 25-6:049 and subsequently fails to meet the crite and attestation required by F.A.C. Rule 25-6:049, then FPL shall promptly not iger eligible for master-metered service. If the Customer does not respond we of receiving the notice, the Customer shall individually meter the condominion the notice. During this six seorth period, FPL shall not discontinue service has 9. Thereafter, the provisions of Rule 25-6:105 apply.  bove named Condominium meets all of the aforessentioned requirements, I a ser, and under penalties of perjury, I declare that I have read the foregois otric Metering - Attestation of Compliance and the facts stated in it are true.  Accepted For Florida Power & Light Company  By:  (print or type)  Date:
above are not met, then FPE, shall not provide within 10 days if, at any time, the condominion If a condominious is master metered under the above, or the Customer fails to make the arm the Customer that the condominious is no for clear evidence to the contrary within 30 days units within six months following the date on on failure to comply with F.A.C. Rule 25-6-04 Accordingly, the undersigned declares the significant to sign on behalf of the Custom Condominion Exemption from Individual Ele For the Customer:  By:  (signature)  Name:	le master-metered service to the condominum. The Customer shall notify Fi in ceases to meet the requirements in F.A.C. Rule 25-6/049.  e exemption in F.A.C. Rule 25-6/049 and subsequently fails to meet the crite and attestation required by F.A.C. Rule 25-6/049, then FPL shall promptly not iger eligible for master-metered service. If the Customer does not respond we of receiving the notice, the Customer shall individually meter the condominion the notice. During this six seorth period, FPL shall not discontinue service has 9. Thereafter, the provisions of Rule 25-6/105 apply.  bove named Condominium meets all of the aforementioned requirements, I a ser, and under penalties of perjury, I declare that I have read the foregois otric Meterang - Attestation of Compliance and the facts stated in it are true.  Accepted For Florida Power & Light Company  By:  (print or type)

Issued by: S.E. Rausig, Director, Rates and Turiffs Effective: November 1, 2006

First Revised Sheet No. 9,670 Cancels Original Sheet No. 9,670

Servi	ce Agreement
New Establishment     Existing Establishment with an Expanded Load	
CUSTOMER NAME	
ADDRESS	TYPE OF BUSINESS
The Customer hereto agrees as follows:	
To createfidl-time jobs	
2. That the quantity of new or expanded load shall be	KW of Demand.
3. The nature of this new or expanded load is	
4. To unitiate service under this Rider on	, and terminate service under this Ric
on	This shall constitute a period of five years.
<ol> <li>In case of early termination, the Customer must otherwise applicable rate and the payments made, up to that</li> </ol>	pay Florida Power and Light Company the difference between the point in time, plus interest.
6. To provide verification that the availability for the	his Rider is a significant factor in the Customer's location/expansion
docision	
7. If a change is ownership occurs after the Customer	r contracts for service under this Bicker, the successor Customer may
be allowed to fidfill the belance of the contract under Rider	EDR and community schedule of codim.
	Accepted by FLORIDA POWER & LIGHT COMPANY
Signed_	
Signed	Date:

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

Eleventh Revised Sheet No. 9,700 Cancels Tenth Revised Sheet No. 9,700

This Agree	ement is made this	day of	by and between	cit.
	r caffed the "Costomer"), I			in
11212			zed and existing under the le	uws of the State of Florida (hereinafter call
	he Customer has applied to	WITN FPI, Sor underground distributio		
		.PI	enda	located
	(City/County)			
That for an	d in consideration of the co	vinants and agrammets barein s	et forth, the parties bereto e	evenant and agree as follows:
1.	differential cost between	FPL a Contribution in Aid of C ian underground and an events entmission by FPL and is more	ad system. This is based on	the currently effective tanif filed with the
2	That a grade of \$ conduit and other work, Contribution cash payme	as also shown on Exhibit B, if		filling, metallation of Company provided by FPL. If such credit applies, the resulting
3.	the Customer has reque charge in the Customer' correlation does not in	sted FPL to delay FPL's sched s plans submitted to FPL on w	ided date of installation. A tach the contribution was b if any conting everboad lin	the Florida Hubbs Service Commission as my additional costs assess by a Content used shall be paid for by the Costoner. T ses to underground or the relocation of a
A	electrical service with f employment of rapid pr	acilities located on private pro otherion techniques and coope	porty in casements as requiration to climinate conflict	place for URD Subdivisions undergroun and by FPL. The contribution is based is with other utilities. Underground serve with above-grade appartmenters.
5	That the payment of the	Contribution does not make any	provisions of FPL's Electri	c Tauff.
		t to an underground ordinance, made with the Customer as spec		gride governmental agency that satisfacts
	Title to and ownership or	f the facilities installed as a resti	It of this agreement shall at a	all times remain the property of FPL.
6.	subcodenances required obtained, and recorded, novitional subcodenances no provisions in the mo- been recorded prior to the	by FPL for the installation an at no cost to FPL prior to trans when the Customer's property, tgrage that the lient of the mortal	d maintanance of its electr hing, installation and or cor- on which FPL will install age will be subordinate to a (3) FPL's facilities are or w	to produce such essentents, and mortgo to distribution facilities must be granted entisetion of FFL facilities. FFL may requisits facilities, is theregoed and (1) there a filly constructes, (2) FPL's essentent has a ill be used to serve other parcels of proper tion necessary.
		Il furnish FPL a copy of the deel logid owner to be used when an		r which contains a full legal description as pared by PPL.
		Il furnish drawings, satisfactory action sele, as required by FPL	to FPL, showing the location	n of coising and proposed structures on th

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: June 14, 2010

Seventh Revised Sheet No. 9.701 Cancels Sixth Revised Sheet No. 9.701

(Continued from Sheet No. 9.700)

- c) Should for any reason, except for the sole cover of FPL, FPL's facilities not be constructed within the essential, FPL may require the Customer to grant new essenters and obtain any necessary mortgage subordinations to cover FPL's installed facilities, at no cost to FPL, and FPL will release the existing essentent. Mortgage subordinations will be necessary in this context when I) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the fact of the mortgage to utility essentents, or 3) FPL's facilities are or will be used to serve other panels of property.
- Before FPL case begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
  - Foving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL.
  - b) A construction schedule,
  - An estimate of when electric service will be required, and
  - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plats provided by the Customer must be either recorded by the circuit clork or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
- Prior to FFL countraction pursuant to this agreement, the Customer shall.
  - s) Cour the FPL ensement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paying, and addressing other special conditions. The essential be graded to within six inches of final grade with soil stabilized.
  - b) Provide properly line and comer stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the essentent and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easenent where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or sufsectionator of FPL, in reliable one FPL will pay the Customer the cost of replacing the stakes.
  - c) It is further understood and agreed that unbacquent relocation or repair of the FFL system, once immitted, will be paid by the Customer if said relocation or repair is a result of a charge in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed, and, that subsequent repair to FFL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
  - d) Provide sufficient and timely advance notice ( days) as required by FPL, for FPL, to install its sunderground distribution facilities prior to the installation of paving, landscaping, sodding, spinisher systems, or other surface obstructions. In the observe of sufficient coordination, as determined by FPL, by the Customer, all additional costs for tranching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, spinisher systems and all other surface obstructions to their original sondition, should they be installed prior to FPL's facilities, shall be borne by FPL.

(Continued on Sheet No. 9.702)

Issued by: S. F. Romig, Director, Rates and Turiffs

Effective: September 20, 2005.

Eighth Revised Sheet No. 9,702 Cancels Seventh Revised Sheet No. 9,702

(Continued from Sheet No. 9.701)

- c) Pay for all additional costs ascured by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
- f) Provide applicable menching, backfilling, installation of Company provided conduit and other work in accordance with FPL apreclications errors particularly described on Exhalid B attached hearts. At the discretion of FPL, wither correct any discrepancies, within two (2) working days, found in the manifestion that are inconsistent with the manufours and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crow time due to such discrepancies.
- g) Provide a metar enclosure and downpipe which must all applicable codes and FPL specifications and which will accommodate FPL's service cable sear and design. These items must be confirmed with FFL prior to purchase. FPL will not be responsible for costs involved in modifying or replacing items which do not meet the above criteria.

#### 9. FPL shall:

- a) Provide the Contomer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
- by basel, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise rotal.
- ii) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.
- This Agreement is subject to PPL's Electric Tartiff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now wrotten, or as they may be revised, amended or supplemental.
- 11. This Agreement shall inure to the benefit of, and be banding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in faithling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted		Acceptot	
For FPL	(Tipte)	Continuent	8Thate
		Witness	(Date
		Witness	(Clote

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

Effective: October 9, 2007

Third Revised Sheet No. 9.715 Cancels Second Revised Sheet No. 9.715

2000000	eement, made this	
9700370	ora power en la company en est (1941)	nafter called the Customer) and Flonds Power & Light Company, a corporation
		e State of Florida (hereinafter called FPL).
		re pre-approval of the location and installation of underground distribution facilities to be
ocated ut	nder a dedicated roadbed describ	ed as follows:
Project No	arre	Prese
That, for a	and in consideration of the covera	WITHERSETH into and agreements herein set forth, the parties hereto covenant and agree as follows:
1. The Co	astomer shall:	
10	histali conduit and cable mark this Agreement,	ers provided by FPL in accordance with the instructions and specifications attached to
b)		of the conduit installation date and allow FPt, to inspect the conduit installation prior to or the underground distribution facility.
(0)		any discrepancies found in the installation that are inconsistent with the instructions and Agreement, or pay FPL the associated cost to correct the installation, and
on.	provide survey control points for	or EPS, to stake the road/pavement crossing.
2 FPL un		
80		loations for the installation of FPL-provided conduit.
20	provide conduit and cable in road/povernent crossing.	serkers to the Customer for the installation of underground facilities at the specified
63	provide staking for the Custon	er at the specified road/pavement crossing.
101	inspect the underground debri facilities, and	bution facilities prior to the backfilling of the brench to insure proper installation of said
47	apply a credit in the amount of contribution in aid of construct	5in the event that the Customer has made or has agreed to make a on for other underground distribution facilities associated with this Agreement.
1 This so Commiss		rel Rules and Regulations for Electric Service and the Rules of the Florida Public Service
IN WITHE		have caused the Agreement to be duly executed to be effective so of the day and year
APP	PLICANTI	FPL:
599	MED	SIGNED_
HAM	E	NAME_
nn	E-	TITLE

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: September 30, 2010

First Revised Sheet No. 9,720

	UNDERGROUND FAC	CILITIES CONVERSION AGREEMENT
betw		day of 29 , by and ("Applicant"), with an address of and FLORIDA POWER & with an address of 700 Universe Boulevard, Juno Beach, FL 33408-04.
	EREAS, the Applicant has requested that FPL owing boundaries (the "Conversion")	convert certain overhead electric distribution facilities located within the
core		ng premises and the covenants and agreements set forth herein, and other owledged, the parties intending to be legally bound, hereby covenant and
	<ol> <li>Avoided Storm Restoration Cost ("ASRC" and is capable and willing to enforce, the app</li> </ol>	') Eligibility Criteria. The Applicant represents and warrants that it meets dicable eligibility criteria for the Convention.
2.	Contribution in Aid-of-Construction (CIAC), 73 Section 23-6.115 of the Florida Administrative Cod i. CIAC (excluding ASRC)	ne Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and e. 5
	ii. ASRC	5
	III. CIAC Due	s
	adjusted by the lesser of (a) the difference between	scholing ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be in the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC shall also be adjusted accretingly and the Applicant shall pay FPL the in.
3.	to FPL, construct and install all or a portion of the and FPL, will own and maintain the completed fa-	ey, upon entering into an applicant-matalled facilities agreement satisfactory condenground Facilities. Each work must meet FPL's construction standard plittes. The Applicant agrees to rectify any deficiencies, found by FPL, prior could Facilities and the removal of the Eusting Overhead Facilities.
•	Compliance with Tariff. The Applicant agrees to Electric Tariff.	o comply with and abide by the requirements, henre, and conditions of FPL

Issued by: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

First Revised Sheet No. 9,721 Cancels Original Sheet No. 9,721

#### FLORIDA POWER & LIGHT COMPANY

#### (Continued from Sheet No. 9.720)

- Timing of Conversion. Upon compliance by the Applicant with the requirements, terms, and conditions of FFC's Decrite Tariff,
  this Agreement and my other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance
  with the construction drawings and specifications set forth in Attachment A hereof.
- Relocation. In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addention to the relocation agreement between EPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff. this Agreement and the Electric Tariff shall control.
- Term. This Agreement shall remain in effect for as long as PPI, or any successor or using owns or operates the Underground Facilities.
- 8. ASRC Repayment. If the Applicant does not satisfy the relevant eligibility enteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Convenion Arms supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rate share of the ASRC. The pro-rate share (which shall reflect partial years) shall be determined as follows:

ASRC \* [(30 - years since the Underground Facilities completion date) / 30]

Non-governmental-Applicants shall provide, at the time of execution of this Agreement, either a sucety bond or inevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASBC. This Security Instrument abalt remains as effect until such time as all customers within the Convention Area are converted. The Applicant may provide either an amounted or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rate advantment to the ASBC amount. If, upon notice of carcellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL FPL will require the third party instange the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

- 9. Termination Prior to the Conversion Completion. Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant, provided however, that the refund of the CIAC shall be offset by any costs are arrested by FPL in performing under the Agreement up to the date of termination.
- Assignment. The Applicant shall not assign this Agreement without the written consent of FPL.
- 11. Adoption and Recording. This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.
- Conflict between Terms of Franchise Agreement. In the event of a coeffici between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

(Continued on Sheet No. 9 722)

Issued by: Tiffany Cohen, Senine Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

First Revised Sheet No. 9,722 Cancels Original Sheet No. 9.722

# FLORIDA POWER & LIGHT COMPANY

- 13. Applicability. This subpart applies to requests for underground facilities addressing the correction of existing overhead facilities. In order for the Company to take action pursuant to a request for conversion:
  - a. the conversion area must be at least two contiguous city blocks or 1,000 feet in length,
  - b. all electric services to the real property on both sides of the existing overhead primarily lines must be part of the conversion,
  - c. all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

Signed	
Title	Signed
Signed Name Title Approved as to Terms and Conditions (if required by Applicant) Signed Name Title Approved as to Form and Legal Sufficiency (if required by Applicant) Signed Name	Name
Name Title Approved as to Terms and Conditions (if required by Applicant) Signed Name Title Approved as to Form and Legal Sufficiency (if required by Applicant) Signed Name	Title
Title	
Approved as to Terms and Conditions (if required by Applicant)  Signed  Name  Title  Approved as to Form and Legal Sufficiency (if required by Applicant)  Signed  Name	
Name	
Name Trile Approved as to Form and Legal Sufficiency (if required by Applicant) Signed Name	by Applicant)
Title Approved as to Form and Legal Sufficiency (if required by Applicant) Signed Name	
Approved as to Form and Legal Sufficiency (if required by Applicant)  Signed  Name	
SignedName	
Name	red by Applicant)
Title	
Title	

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Third Revised Sheet No. 9,730 Cancels Second Revised Sheet No. 9,730

		erm Rental Agreement for ution Substation Facilities	
betwee	This Agreement is made this	day of	by and (hereinafter called the
'Custor	ner"), located at ny, a corporation organized and exis		Florida, and Florida Power & Light Sate of Florida (hereinafter called the
		WITNESSETH:	
acilties	WHEREAS, the Customer has required consisting in summary of		pany certain distribution substation
hereina	fler collectively called the 'Facilities')	located at	20100-20
	ourpose of	HOURAN.	and
herein;	WHEREAS, the Company is willing	to rent such Facilities upon	the terms and conditions specified
forth, th	NOW, THEREFORE, for and in cone parties hereto covenant and agree		enants and agreements herein set
	distribution substation facilit distribution substation facilit	ities from the Company ties under a Facilities Renta r may enter into this Agre	ment, the Customer agrees to rent if a Customer is currently renting if Agreement (Tariff Sheet Nos. 9 700 rement for the rental of distribution s
			stomer on terms consistent with this n, operate and maintain the Facilities.
	Company a monthly rental Facilities, as determined pappicable Monthly Riental F hereto and made a part of may become effective by Commission (hereinafter of Facilities and the Monthly monthly charge for the rent the Company is \$ upon modification of either	i charge calculated by moursuant to Paragraphs 4 factor set forth in Tariff She this Agreement, or any suffling with or otherwise appailed the "Commission"). If Rental Factor in effect at all of Distribution Substation.  This monthly rental of or both the Monthly Rental factor in the second or both the Monthly Rental or both the Monthly Rental or	Customer, Customer shall pay to the ultiplying the in-place value of the and 5 of this Agreement, by the et No. 10,015 (Appendix A), attached cressor or substitute schedule which voved by the Florida Public Service 3eased on the in-place value of the the initiation of this Agreement, the Facilities to be paid by Customer to harge may change from time to time if Factor set forth on Appendix A (or value of the Facilities in accordance
	(Cont	mued on Sheet No. 9.731)	

Issued by: S. E. Romig, Director, Rates and Turiffs Effective: October 6, 2009

Second Revised Sheet No. 9.731 Cancels First Revised Sheet 9.731

#### (Continued from Sheet No. 9.730).

- 4. The in-place value of the Facilities is \$ \_\_\_\_\_\_ This initial in-place value of the Facilities is based upon the agreed replacement cost of the Facilities as set forth on Appendix B, which is attached to and made a port of this Agreement. Regardless of the initial in-place value of the Facilities shown on Appendix B, the in-place value of the Facilities may change consistent with the terms and conditions of Paragraph 5.
- 5. Changes in the in-place value of the Facilities shall alter the monthly remail charges set forth in Paragraph 3 and such changes shall be utilized in the calculation of any applicable Terministion Fee as specified in Paragraph 6, however, changes in the in-place value of the Facilities shall not otherwise after the terms of this Agreement. Changes in the in-place value of the Facilities shall be made as follows and shall be memorialized on a revised Appendix B:
  - a. When mutually agreed, additional facilities (hereinafter called "Additional Facilities") may be installed and the in-place value set forth in Paragraph 4 shall be increased by the installed cost of such Additional Facilities.
  - b. When mutually agreed, a portion of the Facilities or Additional Facilities may be removed and the in-place value set forth in Puragraph 4 shall be adjusted to reflect such changes. The Company may require a contribution by the Customer to compensate for the undepreciated portion of the Facilities or Additional Facilities to be removed, less salvage, plus removal costs.
  - c. When requested by the Customer, and when mutually agreed, the Facilities or Additional Facilities may be modified by the Company. In the event of such a modification, the implace value set forth in Paragraph 4 will be adjusted in accordance with the procedures stated in Paragraphs Sa and Sb, above.
  - d. When the Facilities or Additional Facilities are replaced or modified at the Company's option, no change in the in-place value will be made.
  - e. After the Initial Term and upon each successive five (5) year extension (as such is set forth in Paragraph 6), the in-place value set forth in Paragraph 4 shall be adjusted to reflect the net-book value of the Facilities. In addition, if Facilities are replaced due to mechanical and/or electrical failure at any time after the Initial Term, the in-place value set forth in Paragraph 4 will be increased by the installed cost of such replacement facilities and reduced by the previously established in-place value of the replaced facilities.
- 6. The term of this Agreement (the "Initial Term") shall be 20 years, and thereafter this Agreement will continue in effect for successore five (5) year periods (each such five (5) year period an "Extension") unless terminated by either party upon ninety (90) days' advanced written notice. If Cantomer elects to terminate this Agreement during the Install Terms or prior to the and of any Extension, Customer shall be responsible for, and shall pay to the Company, a Termination Fee calculated in accordance with Tariff Sheet No. 10.015, set forth as Appendix A, as our early approved at as may be modified from time to time by the Commission.
- On the termination of this Agreement, and in the event that the Customer fails to make rental
  payments in a timely fashives, then and in each of those events, at the option of the Company,
  the Facilities may be removed by the Company.
- 8. This Agreement may be assigned only with the prior written consent of the Company

(Continued on Sheet No. 9.732)

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

Effective: October 6, 2009

# ELODIDA BOWED & LICITE COMPANY

Third Revised Sheet No. 9.732 Cancels Second Project Sheet No. 9.732

		I from Short No. 9.731)
9.	Governmental, FPL's General Rules harmless and defend the Company fr cost or expense for loss, damage or indirectly connected with, or growing	Company, or section 2.71 Indemnity to Company – and Regulations, the Customer shall indemnify, hold from and against any and all liability, proceedings, suits, injury to persons or property, in any manner directly or grout of, the transmission and use of electricity on the sy as such term is defined in Rule 2.3 of the Company's ectric Service."
10	heretofore in effect between the Cor	ous agreements or representations, either written or orul, inpurty and the Customer, made in respect to matters ocuted, this Agreement constitution the entire Agreement
IN WITNES above writte		sused this Agreement to be duly executed the day and year f
Charges and	Terma Accepted.	
Customer (F	rint or type name of Organization)	FLORIDA POWER & LIGHT COMPANY
By:		By
Consultor	re (Authorized Representative)	(Signuture)
Signatur		
	(Print or type name)	(Print or type name)
	(Print or type matte)	(Print or type name)
	(Print or type mane)	
	(Print or type name)	
	(Print or type matte)	
	(Print or type mane)	
	(Print or type manie)	
	(Print or type manie)	
	(Print or type manie)	

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: December 2, 2004

FLORIDA POWER & LIGHT COMPANY	First Revised Sheet No. 9.733 Cancels Original Sheet No. 9.733
APPENDIX B	
Description of Rented Distribution Substation Facil	Billion
Terrorism of Activity Proclamatic Survival and	alles .
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l	
l	
l	

Issued By: S. E. Romig, Director, Rates and Turiffs Effective: March 7, 2003

Fifth Revised Sheet No. 9,750 Cancels Fourth Revised Sheet No. 9,750

Than	Agreement,	made this	day of	by and
et .				(hereinafter called the Customer) located in Florida and
lorida Pi hereinafte	ower & Ligh er called the (	n Company, a corp Company).	poration, organi	zed and existing under the laws of the State of Florida
			WITN	ESSETII
document nt	attached as	nd made a part	prested to rent f of this Agree	from the Company certain electric facilities described in the ment hereinafter referred to as the "facilities" locates
and, used	for the purpos	se of		
W	HEREAS, th	e Company is willin	g to rent such fi	scilities upon the terms and conditions specified herein,
No parties her	OW THERE into coverant.	FORE, for and in and agree as follows	consideration of	f the mutual covenants and agreements herein set forth, the
L	The Compo described in	uny will provide, in this Agreement.	stall or otherwo	se make available, own, operate and maintain the facilities
2.	secondance Tentf and a	with the Company iny successor or sub-	's Contract Provinces	as consideration for furnishing the facilities, a charge in visions - Various (Facilities Rental Service) in its Electric is charged, modified, or supplemented from time to time by order of the Florida Public Service Continussion.
3.	However, w	then the in-place val	lue has been pre	based upon the agreed replacement cost of the facilities, evicusly established in an existing Rental Agreement, the in- n that previously determined value, subject to the terms and
4.	Monthly M charges are Services cor	aintenance Payment subject to change an ntained on FPL's tan	below are based if adjustment pur iff sheet number	The in-place value of this Agreement may change invisions in Puragraph 6. The Monthly Rental Fee and the I upon the rates in effect at the time of this agreement. Thes maint to FPL's rate schedule or any successive Facilities Renta 10.010 as approved by the Florida Public Service Commission ties in this Agreement by either paying.
	а.	Monthly Rental Fe	e of S	and Monthly Maintenance Phyment of \$
				for a
	h.	Lump Sum Rental	Payment of S	and Lump Sum Maintenance Proment of S
	-	The State of the second state of the second		
	1.00			Of .

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Sixth Revised Sheet No. 9.751 Cancels Fifth Revised Sheet No. 9.751

(Continued from Sheet No. 9.750).

5. The term of this Agreement shall be-

Five (5) years from the service date, and the term shall continue thereafter to be in effect from month to month until terminated by either party upon ninety (90) days written notice.

Any addition to existing facilities, as provided in Paragraph 6, may require a new term of five years based on the changes in the facilities' in-place value.

- 6. Valuation of changes in facilities shall be as follows:
  - When mutually agreed upon, additional facilities may be installed, and the in-place value inParagraph 4 increased by the installed cost of the additional facilities.
  - b. When mutually agreed upon, a portion of the existing facilities may be removed and the in-place value in Paragraph 4 shall be adjusted to reflect such changes. For Customers paying a monthly restal for, the Company may require a contribution by the Customer to compensate for the undepreciated portion of the facilities to be removed, less salvage, plus removal costs. This option is available only for Customers paying a monthly rental fee.
  - c. When requested by the Customer, and when mutually agreed upon, existing facilities may be modified by the Company. The in-place value in Paragraph 4 will be adjusted in accordance with the procedures stated in 6s and 6b above.
  - 4. When facilities are replaced due to mechanical and/or electrical failure, the implace value in Paragraph 4 will be increased by the installed cost of the replacement facilities and reduced by the previously established in-place value of the replaced facilities.
  - a. When facilities are replaced or modified at the Company's option and not as provided in Paragraphs 6 a. through 6 d. for Customers paying either a monthly rental fee or a lump sum, so change in the in-place value will be made.
  - f. In those instances, where upon mutual agreement between the Company and the Customer, when the Customer is transferring from a muntily rental to a lump sum, the in-place valuation of the facilities may be adjusted to reflect the undepreciated value of the facilities.
- This Agreement may be assigned only with the prior written consent of the Company.
- 8. On the termination of this Agreement, and in the event that the Customer fails to make tental payments in a timely fashion, then and in each of those events, at the option of the Company, the Facilities may be removed as scornes practicable by the Company. Customer agrees to pay all costs of collecting any amounts due under this agreement, including Company's reasonable atterney's fee if said amounts are not paid when due.
- 9 Should the Customer fail to keep and perform any of the agreements and conditions of this Agreement, or should an execution or attachment be levered upon the numble facilities, or should the Customer execute an assignment for the bunefit of creditors or file a voluntary pointion in bacterapty, or should an order for relief be entered in an involuntary backrapsey filed against Customer, or should proceedings for the appointment of a receiver be commenced in any Court against the Customer, than the Company may without any pervicus notice or demand terminate this Agreement and take possession of and remove the rental facilities without any liability whatever to the Customer, and for that purpose may enter upon any premises where the rental facilities is located, but no such termination of this Agreement shall relieve the Customer from liability for damages for the branch of any of the coverants and conditions haven contained. The Customer agrees to protect the Company, its agents and representatives, against all claims for damages for any tresposs that may be committed in recovering the rental facilities. If this Agreement is turnizated by Customer, then all rent and other charges the and to become the beautiful shall be deemed accelerated and shall be immediately due and payable in full, and, in adultion, Customer shall.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

FLOR	RIDA POWER & LIGHT COMPANY	Original Sheet No. 9.752
		amount of all collection costs and all costs to recover and remove the tricluding reasonable attorney's fees and costs.
10.	rental facilities in the Costomer And it	nothing herein contained shall vest any title, legal or equitable, in the is understood that the fixing of the rental facilities to the premise of the hurscarr of the rental facilities as the personal property of the Company as and provisions of this Agreement.
11.	Agreement. The Customer agrees to inde	ental facilities in good operating condition during the term of this musty the Company against any damage to the rental facilities resulting e Customer or from its negligence. The Customer further agrees that it evental facilities from any damage.
(12)		greenents or representations, either written or ceal, herefoliose in effect nade in respect to matters herein contained, and when duly executed, this between the parties hereto.
	ITNESS WHEREOF the parties hereto have est above writen.	caused this Agreement to be duly executed in triplicate the day and
Charges and	Terms Accepted.	
Clistomer (Pr	nni or type name of Organization)	FLORIDA POWER & LIGHT COMPANY
By		By
Signatur	re (Authorized Representative)	(Signature)
	(Print or type name)	(Print or type name)
Tife	N===XX==X	Title

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

First Revised Sheet No. 9.760 Cancels Original Sheet No. 9.760

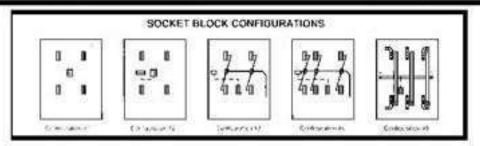
PEICANT	Ourrent FPL Account No
3.0000.00	
AILING ADDRESS	CITY, ZIP CODE
ERVICE ADDRESS/LEGAL DESCRIPTION	
HONE (WEEKDAYS)	DATE
Overhead Underground volt	r proposedwill be the sketch below. We understand you are requesting sphase service. The items checked below and its form with your signature acknowledging your receipt
syment. • Construction/Temporary Servi heck or • Security Deposit for Construct	ion/Temporary Service: \$s ential Charge for Permanent Service: \$
Tree Trimming & ClearingFeet Each Side of Proposed Line.  Installation of Meter Socket & Downpipe/ Weatherhead according to FPL Specifications (see checklist on reverse side of this sheet)	Deposit for permanent service.
"Meter enclosure must be approved for use in FPL service area. Current list of approved enclosures available upon request. Socket configurations are shown on reverse side of this form.	☐ First City/County Electrical Inspection  ☐ S Security Deposit ☐ is required before ☐ will billed after permanent service provided.  ☐ Other
rvice, minimum cover is to be 24 Inches (maxinust be adhered to and are available upon request d agreement between you and our Representativ or as mutually agreed upon. Changes to	int is to be 12 feet above grade. For underground num 36 inches). FPL specifications and requirements 1. Upon timely completion of the above required items e service may be provided approximately the week of type service requested, failure to comply with above tute may affect proposed date of service.

Issued by: S. F. Romig, Director, Rates and Tariffs Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY		Second Revised Sheet No. 9.7 Cancels First Revised Sheet No. 9.7		
	(Continued from Sheet No.	9.760)		
	"SERVICE LOCATION SKI	TOF	. N	DICATE NORTH
Please sign on the line provi	ded below, retain Part 2 (canary cop	y) return Par	11 (white) to FPL	
Please sign on the line provi RECEIPT IS HEREBY ACK!			f 1 (white) to FPL E INQUIRIES TO:	
RECEIPT IS HEREBY ACKI				1
RECEIPT IS HEREBY ACKI	NOWLEDGED: DATE			
	NOWLEDGED: DATE			1
RECEIPT IS HEREBY ACKI APPLICANT TITLE (IF CORPORATION)	NOWLEDGED: DATE			1

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

First Revised Sheet No. 9.762 Cancels Original Sheet No. 9.762



#### GENERAL NOTES ON SOCKET BLOCK CONFIDURATIONS

Configuration '91 - Primarily condent of applications Limited to 200 and demand. (See Note 91\*)

Configuration \*42 - Modification of Configuration #1 by adding a 3th terminal in the 9 o'clock position. To be used with partweek materia. Limited to 300 amp demand. (See Note#1)

Configuration #3 - For one phase or network service requiring typess device. Limited to 200 map demand. (See Note - #2)

Configuration 84 - For three phase nervice. Limited to 200 amp demand. (See Note 82)

Configuration #5 - For one or three phase service. Limited to 400 ampdemand.

Note #1 - May be used for very small commercial applications, such as hill boards sust perhing lot lights.

Note #2 - All time phase and all commercial installations shall have a meter socket with the approved bypass jew tension/release device (excluding Configuration #5 applications and commercial applications referred to in Note #1).

METER ENCLOSURE INSTALLATION CHECKLIST (for further details, refer to FFL Electric ServiceStandards)

Meter endouse is on FPL's current list of approved enclosures and is approved by FPL representative before installation.

Enclosure in U.S. approved with catalog number stamped on the enclosure.

Enclosure is mounted securely to wall using four mounting bosses. Enclosure is level in both the vertical and horizontal planes. Enclosure is mounted so that center of the meter is 50° to 60° shore final grade. For five standing installations (such as pumps), the minimum horizontary be reduced to 30°.

Enclosure cover is in plane, seelable, and free of dirt, stucco, etc. Inside is free of debris, plant, overspray, etc.

If more than one endourse at this booking, all meter cans and their covers are marked (address or unit number) with permanent market or paint.

All lugs, if applicable, for both load and line nide, have been installed by outcomer (FPL conductors, if any, will be connected by FPL, on top). Customer's service enhance conductors are terminated in the endourse (bottom). Washers are mutalled between the root and the lug. net\_between the lug and the block.

For 120/240 volt, 3 phase, the hi-leg/208 vio ground is connected to the right position (not the center) in the endourse.

(Continued on Sheet No. 9.763)

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

Effective: March 7, 2003

Second Revised Sheet No. 9.763 Cancels First Revised Sheet No. 9.763

(Continued from Sheet No. 9.762)

#### Riser Installation Checklist (For "downpipes" housing FPL #1/0 or #4/0 TPX Service Cable)

Service rises must be two (2) inches inside diameter and may be galvanized, IMC or PVC. EMT may not be used. If schedule 40 PVC is used, a portion of the riser and the first attached bend at the bottom of the riser must be encased in two (2) inches of concrete from twelve (12) inches below final grade to twelve (12) inches above final grade. Concrete encasement is not required if schedule 80 PVC is utilized for both the riser and first attached bend. Rises pipe is customer provided and installed, FPL will supply and install the bend. The customer may install the FPL provided schedule 80 bend if they desire.

With FPL approval, slight variances in customer's down pipe size may be accepted if suitable adaptable fittings are also provided by the customer, e.g. two and one-half (2 %) inch down pipe is acceptable if an adapter to FPL two (2) inch conduit is provided.

Down pipes do not enter the center of an enclosure. Customer load wires exit on opposite side from down pipe or from the center of the enclosure. If two load conduits are used, they are kept to one side (opposite side from down pipe) of enclosure allowing space for EPL's cables.

Down pipes may extend below final grade and the attached bend must be aimed towards the source of FPL service. Centerline of the finished down pipe and bend, when aimed at the source of FPL service, will be no less than twenty-four (24) inches below final grade, and no more than thirty (30) inches below final grade. For a permanent structure such as a patio or A/C slab located at the base of the down pape, a 24" radius, 90 degree bend must be installed by the customer (provided by FPL) and conduit must be extended twenty-four (24) inches beyond the structure (slab), is plugged at the end and is left exposed (unsevered).

Down paper are securely strapped to the wall at two places - near the enclosure and near final grade

FPI, trench line is within six (6) inches of final grade, clear of below grade debris and other obstructions (mounds of dirt, paving, landscaping, sodding, debris, building materials, machinery, tree stumps, sprinkler systems, large rocks, etc.)

Grounding bushing installed where metallic down pipe enters enclosure through concentric or eccentric knockout.

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

Effective: November 15, 2002

KIN SOUTHER A	ENGLISH DETERM OF	THE PERSON AND ADDRESS OF	A BOAT
FEORIDA	POWER&	LIGHTCOMP	4.00

Eighth Revised Sheet No. 9.770 Cancels Seventh Revised Sheet No. 9.770

		[6]	£0
	EASEMENT (INDIVIDUAL) This Instrument Proposed By	[ Reserved for Cir	out Court 1
Sec, Twp, RgeE	Name		
Parcel I.D. #	Co. Name		
	Address	1	
See Ealubit "A" ("Easement Area")			
		any facilities between our	f lay coble an
order within the Easement Area and to asement Area at all times, the right to cle asement Area, the right to trim and cut at asement Area, which might interfere with all further grants, to the fullest extent the t	re person, firm, or corporation to attach wires to be operate the same for communications purpose our the land and keep it cleaved of all trees, and nil keep trimmed and out all dead, week, learning to re full upon the lines or systems of communication indexigned has the power to grant, if at all, the or or and aurona the reads, streets or highways associa-	es, the right of ingress and leggowth and other obstructs g or dangerous trees or limbs tions or power transmission rights been above granted or	l egress to the constraint the controls of the or distribution to the Laconer
order within the Easement Area and to asement Area at all times, the right to cle asement Area, the right to trim and cut at asement Area, which might interfere with all further grants, to the fullest extent the t	o operate the same for communications purpose our the land and keep it cleared of all trees, and nil keep termined and our all dead, weak, learning or fall upon the lines or systems of communical andersigned has the power to grant, if at all, the a	es, the right of ingress and leggowth and other obstructs g or dangerous trees or limbs tions or power transmission rights been above granted or	l egress to the constraint the controls of the or distribution to the Laconer

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: April 20, 2021

Seventh Revised Sheet No. 9,771 Cancels Sixth Revised Sheet No. 9.771

N WITNESS WHEREOF, the undersigned has signed and s	
igned, sealed and delivered in the presence of	Ву:
(Witness <sup>†</sup> Signuture)	Print Name:
Yint Name (Witness)	Print Address
(Witness' Signature)	By
Yint Name(Witness)	Print Address
COUNTY OF	as identification by moons of [] physical presence or [] ordine
COUNTY OF	as identification by means of [] physical presence or [] ordine  of [] physical presence or [] ordine notorization, this day of
COUNTY OF	of [] physical presence of [] online notarization, this day of
COUNTY OF	as identification by means of [] physical presence or [] ordine  of [] physical presence or [] ordine notorization, this day of  Notary Public, State of Florida  Print Name of Notary Public.

FLORIDA	POWER	& LIGH	TCO	JPANY
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Third Revised Sheet No. 9.773 Cancels Second Sheet No. 9.773

		1 1
	UNDERGROUND EASEMENT (INDIVIDUAL) This Instrument Propered By	Reserved for Climat
Sec, Twp, RgeE	Name	1 Reserve de Cause Cours
Parcel I.D. #	Co. Name	
- Innoverse	Address	
	the mutabled from time to time, with the right to ange the voltage as well as the size of, and remove sement described as follows:	
See Exhibit "A" (Easement Area").		
and lay cable and conduit within the Ease agrees to the Easement Area at all times, to within the Easement Area; the right to in- conside of the Easement Area, which might or distribution; and further grants, to the fi	or person, firm, or corporation to attach or place wi estern Area and to operate the same for communica- tic right to close the land and loop it closed of all tr im and out and keep minimed and out all dead, we it interfere with or fall upon the lines or systems of fullest extent the indersigned has the power to great.	ations purposes, the right of ingress and rees, undergrowth and other obstructions sik, learning or dangerous trees or limits communications or power transmission, if at all, the rights hereinstone granter
and lay cable and conduit within the Ease agrees to the Easement Area at all times, to within the Easement Area; the right to in- conside of the Easement Area, which might or distribution; and further grants, to the fi	essent Area and to operate the same for communica- the right to clear the land and loop it cleared of all tr im and out and loop trimmed and out all dead, we ht interfere with or fall upon the lines or systems of	ations purposes, the right of ingress an rees, undergrowth and other obstruction sik, leaving or dangerous trees or limb communications or power transmission, if at all, the rights hereinatoric grantee

First Revised Sheet No. 9.774 Cancels Original Sheet No. 9.774

	aled this instrument on
Signed, sealed and delivered in the presence of	By
	Frint Name:
(Witness' Signature)	V(12.0/10.44
Print Name	Print Address
(Witness)	2
(Witness* Signature)	By:
PARTICIPATION OF THE SECOND	Print Norse
Print Name (Witness)	Frint Address
	-
STATE OF FLORIDA	
COUNTY-OF	969757 8000
The foregoing instrument was acknowledged before me this and	day of, by, who is (are) personally known to me or □ has there
	lentification by means of [] physical presence or [] online
HOMERICAN AND ARREST WIND CHARGE THE WORLD HER CHARLES	
And Sworn to (or affirmed) and subscribed before me by means of [] pl	hysical presence or [] online notatization, this day of
And	hysical presence or [] resine notarization, this day of
And Swom to (or affirmed) and subscribed before me by means of [] pl	hysical presence or [] online notarization, this day of,
And Swom to (or affirmed) and subscribed before me by means of [] pl	5
And Swom to (or affirmed) and subscribed before me by means of [] pl	Notary Public, State of Florida
And Swom to (or affirmed) and subscribed before me by means of [] pl	5
And  Swom to (or affirmed) and subscribed before me by means of [] pl , by	Notary Public, State of Florida
And Swom to (or affirmed) and subscribed before me by means of [] pl	Notary Public, State of Florida  Print Name of Notary Public
And  Swom to (or affirmed) and subscribed before me by means of [] pl , by	Notary Public, State of Florida  Print Name of Notary Public
And  Swom to (or affirmed) and subscribed before me by means of [] pl , by	Notary Public, State of Florida  Print Name of Notary Public
And  Swom to (or affirmed) and subscribed before me by means of [] pl , by	Notary Public, State of Florida  Print Name of Notary Public
And  Swom to (or affirmed) and subscribed before me by means of [] pl , by	Notary Public, State of Florida  Print Name of Notary Public

Fifth Revised Sheet No. 9,775 Cancels Fourth Revised Sheet No. 9,775

				4
	EASEMENT (BUSINESS) This Instrument Prepared By		Reserved for Cleanit Court	
Sec, Twp, RgeE_	Name			
Percel LD. <u>#</u> (Maintained by County Appearer)	Co Name:			
	Address:	-		
the size of, and pernove such facilities o	oustnat, improve, add to, enlarge, charge the vor e any of them within an essentent described as fi			
See Exhibit "A" ("Easement Area")				
			441,000	
and conduit within the Easement Area for Easement Area at all times, the rig within the Easement Area, the right to limbs outside of the Easement Area, w transmission or distribution, and furthe	ther person, firm, or corporation to attack wires and to operate the same for communications print to clear the land and keep it deared of all to turn and cut and keep transmed and cut all, dhich might interfere with or full spon the lines a grants, to the full-set extent flar undersigned because the terrofore described, over, along, under an	arposes, the right trees, undergrowth load, weak, longer or systems of co- us the power to y	of ingrate and agrees to h and other obstructions ing or dangerous trees or transmications or power grant, if at all, the rights	
and conduit within the Easement Area for Easement Area of all times, the right within the Easement Area, the right to inclusionated of the Easement Area, wi transmission or distribution; and furthe amountains or distribution; and furthe amountains.	and to operate the same for continuations purit to clear the land and keep it cleared of all to tim and cut and keep titumed and cut all d high might interfere with or full upon the lines a grants, to the fullest extent the undesigned it.  Area heretofore described, over, stong, under	arposes, the right trees, undergrowth load, weak, longer or systems of co- us the power to y	of ingrate and agrees to h and other obstructions ing or dangerous trees or transmications or power grant, if at all, the rights	

Fifth Revised Sheet No. 9.776 Cancels Fourth Revised Sheet No. 9.776

(Continued from	Sheet No. 9.775)
N WITNESS WHEREOF, the undersigned has signed and sed	ded this instrument on
gned, seeled and delivered the presence of	
(Wilson Standard	fly:
(vi seces organism)	Print Name
(Witness)	Print Address:
	<u>2</u>
(Witness Segnature) (Witness)	
STATE OF FLORIDA COUNTY OF	
The foregoing instrument was acknowledged before me this	
(have) produced	
And	
Swom to (or affirmed) and subscribed before me by means of by	[] physical presence of [] online notarization, this day of,
	Notary Public, State of Florida
	Print Name of Notary Public
My Commission Expires:	Approximate the second

Fourth Revised Sheet No. 9.778 Cancels Third Revised Sheet No. 9.778

		100	
	UNDERGROUND EASEMENT (BUSINESS) This Instrument Prepared By	[ Res	rvoiffor Circuit Court ]
Sec, Tep, RgsE	Name		
Percel I D. #	Co. Name		
	Address		
change the voltage as well as the size of assertant described as follows:	ime, with the right to reconstruct, improve, add to of, and remove such facilities or any of them.	wither as	
See Exhibit "A" ("Easement Area")			
bereunder and lay cable and conduit wi right of ingress and agrees to the Ease undergrowth and other obstructions with week. Iouring or dangerous trees or land systems of communications or power tra	ther person, firm, or corporation to attach or plothin the Easement Area and to operate the same ment Area is all times, the right to close the labin the Easement Area; the right to trum and cut is outside of the Easement Area, which might are minimum or distribution, and further grants, to the cromabove granted on the Easement Area, over used Easement Area.	e for communications and loop it of and loop trimesed terfere with or fall at fallest extent the	ons purposes; the parel of all trees, and out all dead, upon the lines or curdensigned has

Issued by: S. E. Rossig, Director, Rates and Tariffs Effective: June 4, 2013

Second Revised Sheet No. 9.779 Cancels First Revised Sheet No. 9.779

N WITNESS WHEREOF, the undersigned has signed as	nd scaled this instrument on
Signed, sented and delivered in the presence of	
(Without Signature)	Pty:
Print Name (Witness)	Print Name
CAN MONORMAL	Print Address:
(Witness' Segnature)	
Print Name (Wisson)	
	=,
STATE OF FLORIDA COUNTY OF	
The foregoing instrument was acknowledged before me	this day of
, and	
3 4874	. □ who is (arc) personally known to me or □ has
(have) produced	as identification by means of [] physical presence or [] ordine
(have) produced notarization, and who did (did not) take as eath.  And	as adentification by means of [] physical presence of [] ordine
(have) produced notarization, and who did (did not) take an eath.  And Swom to (or affirmal) and subscribed before me by me	
(have) produced solution, and who did (did not) take as eath.  And	as adentification by means of [] physical presence of [] ordine
(have) produced notarization, and who did (did not) take an eath.  And Swom to (or affirmed) and subscribed before me by mu	as adentification by means of [] physical presence of [] ordine
(have) produced notarization, and who did (did not) take an early.  And Swom to (or affirmed) and subscribed before me by man	as adentification by means of [] physical presence of [] ordine
(have) produced notarization, and who did (did not) take an earth.  And Swom to (or affirmed) and subscribed before me by mu	as adentification by means of [] physical presence of [] ordine
(have) produced notarization, and who did (did not) take an earth.  And Swom to (or affirmed) and subscribed before me by mu	as adentification by means of [] physical presence of [] ordine
(have) produced notarization, and who did (did not) take an early.  And Swom to (or affirmed) and subscribed before me by man	us identification by mount of [] physical presence of [] ordine uses of [] physical presence or [] ordine notarization, this day of
(here) produced notarization, and who did (did not) take an early.  And Swom to (or affirmed) and subscribed before me by ma	as adentification by means of [] physical presence of [] ordine
(here) produced notarization, and who did (did not) take an early.  And Swom to (or affirmed) and subscribed before me by ma	as identification by means of [] physical presence of [] ordine and of [] physical presence or [] ordine notarization, this day of
(have) produced notarization, and who did (did not) take an eath.  And Swom to (or affirmed) and subscribed before me by mu	us identification by mount of [] physical presence of [] ordine uses of [] physical presence or [] ordine notarization, this day of

Fourth Revised Sheet No. 9.780 Cancels Third Revised Sheet No. 9.780

			FPL ACCOUNT No
			FPL PREMISE No.
	MOMENTARY	PARALLEL OPERATION INTERCONNE	ECTION AGREEMENT
100.1			by and between
3300	Agendent is made dus	(hereinsfer called 'the Castomer'), loc	
	Florida and Florida Po		I and existing under the laws of the State of Florida
December	offed TVICS		
		WITNESSETH:	
the Custom to openite in	er's generation during periods of nomentarily in pandiol with FPT	Costague of power ordinarily supplied by FPL,	custiment's load by registed or supplemented from which condition requires the Chatterer's generation load from FPCs source to the Chatterer's generation
			ne in parallel with the Company, which is printerly experts power into the Company's supply gaid.
was specified to		met or to continue to perset such menuntary	pushed operation under the terms and conditions
NO and agrees a		consideration of the available coversants and ago	sements Sensin set Esrbi, the prefus benefo occuran
1			familing momentary advisormentation popularises see does not constitute FPL approval of a proposed
1	The Outcoor must submit attached hereto as Appendo design	m application for permanen to momentarily B), and thereafter obtain specific and final a	pardlel with FPLs system (a sumple application is pproval from FPL of the proposed interconnection
90	Appendix A) and related to oparation, of the interconnec-	review and approval or disapproval of the otion facilities. These costs may also include in	extraordinary (when compared to the guidelines in design and construction, as well as trapection and stall also and operation and resistences related to on of the Curterner's generation and at locations or
4.		he Chatomer interconnection configuration and all negative interiors on FPL's customers, person	
5.		ine three-phase, NO livetz at the available stands	(NPO) shall be at distribution voltage levels (i.e. an distribution voltage level(s). All survice supplies
*	disconnect reschanges must contained electrical nature or or the Contenture man disco- switch is in the open position surface allocant to the mater	ally agreed to by the Customer and the Compo- the motor's current transformers and the point amount much that bank feed from the NPO to the n. The musual discourance which shall be more. The musual discourance which successible to the discit. When locked and tagged in the open y	ewitch of the visible hand break type for some offset step) to provide a separation point between the self- where the NPO consects to the Castonier's system or Company's utility system cannot occur when the sated separate from the mater socket on an extinct of Company and capable of being locked in the open position by the Company, this switch will be under

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Third Revised Sheet No. 9.781 Cancels Second Revised Sheet No. 9.781

(Continued from Short No. 9.786)

- 7. The Customer shall operate and maintain its interconnection facilities in a safe and rehable manner and shall immediately notify FPL in the event of any hazardoss or unuafe condition(s).
- The parallel operation time between FPL's system and the NPO shall not exceed 100 milliseconts under normal transfer operations, and not exceed 215 milliseconds during any multirations of a normal transfer operations.
- The NPO shall be promptly disconnected from FPU's system upon request of FPU and automatically through the
  operation of protective equipment.
- The Customer shall growth UPL an annual test (cortified by a registered enganeer forms of in the State of Florida) report of the overlapping transfer time. Failure to pass the annual test may result in disconnection of power and your this Agreement.
- 11. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company Governmental, FPL's General Rules and Regulations, at least fifteen (1.5) days prior to the commencement of construction of the interconnection facilities, the Customer shall product, or cause to be procured, a commercial general liability insurance policy, including that not limited to, broad form contractual liability coverage and Products/Completed Operations Liability Coverage for the bourde of FPL, its parent, advantages are an any company of FPL Group lise, and their respective officers, directors, employees, agents and contractors ("FPL Entities") for the term of this Agreement and for all liabilities which might arise under, or in the performance or nonperformance of, this Agreement.
- 12. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company Governmental, FPL's General Roles and Regulations, the policy(ies) shall be in a minimum limit of \$1,000,000 per occurrence, combined single limit, for bodily injury (including death) or properly damage. FPL Entities shall be designated as either named instead or an additional named instead on the policy(ies) shall be ordered to be primary to any insurance which may be maintained by or on behalf of FPL Entities. The Castonies shall provide sendance of the minimum coverage by providing ACORD or other cartificate of insurance acceptable to FPL before any work under this Agreement begins in the event of the Castonies's failure to provide sendance of minimum coverage of insurance, FPL's failure to requise evidence of such shall not release the Castonies from its obligation to minimum coverage specified in this Section 11. The commercial general lability insurance policy(ies) shall not be cancelled or materially altered without at least thirty (36) days advance written notice to FPL.
- 13. Governmental emittee authorized under Florida or federal law to be self-insured, in lieu of providing evidence of adequate commercial insurance, have the option of providing to the Company evidence that the applicant has antablished an adequate self-insurance plan to cover the obligations of indemnification referenced hursin, and shall, upon request, provide such other information as the Company may down necessary and relovant. The self-insurance plan shall not be canculled or materially altered without at least tharty (30) days advance written notice to FPL.
- 14. In addition to the minimum overage outland above, the various commercial general liability insurance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or automation regarding the self-insurance plan, available for impection by FPL's Risk Management Department within fifteen (15) days of a request therefore. Any impection of such plans or policies and such impection shall not obligate FPL to advise the Customer of any deficiencies in such plans or policies, and such impection shall not relieve the Customer Born, or be deemed a waiver of, FPL's right to insist on strict friffilment of the Customer's obligations becomed:

	and FPS. have encound this Agreement thin
Tages for the Clotherer	CUSTOMER
men or michina	01
	THE
Innex for SPL:	FLOREDA POWER & LIGHT COMPANY
AT ANY MAR.	Hy
	Title

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Fifth Revised Sheet No. 9.800 Cancels Fourth Revised Sheet No. 9.800

Enough Power & Light Company thereinsifier called "FPL") agrees to introcurate with								FPL	ACCO	UNT No			_
Floreda Power & Light Company thereinafter called "FPL" agrees to interconnectivity								FPL	PREMI	ISE No.			
Floods Power & Light Company thereins for called "PPL" agrees to introcursed with					INTERCON	OECTIO	N AGE	REEMENT					
Facility or, as appropriate, a Qualifying Facility that is a Electrioned Resource in retiremend in the Institute of Electronial and Electronics Engineers ("EEF.") Standard 547 for Interconnecting Distributed Resources with Electric Power Systems (hereins) the "File QF"), religion to the following provisions:  1. Facility.  The QF's generating facility thermosther called the "Eacility", is to be or is located a written EPL's service area. The QF intends to have the Facility installed and operational on or about					FOR QUA	LIFYING	FACI	LITTES					
within FPL's service area. The QF immedia to have—the Facility installed and operational on or—about	Facility or, us Engineers ("I subject to the	appropr EEE') 5 followin	nete, a Qualify Sundent 1547	ing Facility for Intercon	that is a Distrik	buted Reso	AUGUL 10	reflerenced in				d Electro	maga
Facility installed and operational on or about	The	QPe.	generating	facility	(herorafter	catted	the	"Facility"),	14	to b	· 00	is lo	rated at
prior written notice of the Facility's initial generating operation, and it shall cooperate with FPI, to arrange initial deliveries of power to FPI/system.  The Facility has been or will be certified or self-certified as a "qualifying Excitity" personn to the rules and regulations of the Florid Public Service Commission ("FPSC") or the Federal Energy Regulatory Commission ("FESC"). The QF shall maintain the qualifying status of the Facility throughout the turns of this Agreement.  2. Construction Activities.  The QF shall provide 6FF, with written instructions to proceed with construction of the interconnection facilities as described in this Agreement at least 24 months prior to the date on which the interconnection facilities shall be completed. FPL agrees to complete the interconnection facilities as described in this Agreement within 24 months of receipt of written instructions from the QF agreeing to the proposed designation and authorizing FPL to proceed with detailed engineering.  Within sixty theys of FPL's receipt of the QP's final electrical plans pursuant to FPSC Rule 23-17:687(4), and written instructions to commistion of the interconnection will be completed.  Upon the parties' agreement as to the quiropriste interconnection design requirements and FPL's receipt of written instruction delivered by the QF authorizing FPL to proceed with detailed engineering, FPL shall engineer and perform or cause to be performed all or the work necessary to interconnect the Facility with the FPL system.  The QF agrees to pay FPL all expenses incurred by FPL regarding the procumment, doings, combiscion, operation, supervision or ordinaling (as appropriate) necessary internal improvements to the FPL transmission system, to the extent that any such transmission improvements allocit the Adjustment to Capacity Payment as described in Rule ScholoseQS-2, then appropriate adjustments will be made to improvements allocit the Adjustment for Capacity Payment as described in Rule ScholoseQS-2, then appropriate adjustments will	174	11 2020 11		11/2///	Printer City and Second		1.57 1 1 1 1 1 1 1	, within H	L's sorv	ice area.	The QF is	munds to	have the
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Upon the parties' agreement as to the appropriate interconnection design requirements and FPL's receipt of written instruction delivered by the QF authorizing FPL to proceed with detailed organizing, FPL shall engineer and perform or cause to be performed all of the work necessary to interconnect the Facility with the FPL system.  The QF agrees to pay FPL all expenses incurred by FPL regarding the procuration, design, construction, operation, supervision overhead, maintenance and replacement of the interconnection facilities meansary for integration of the Facility into FPL's electrical system including (as appropriate) necessary informal improvements to the FPL trustantission system, to the extent that any much transmission improvements affect the Adjustment to Capacity Payment se described in Rate Schodule QS-2, then appropriate adjustments will be made to	commune o	onstructi	on, FPL shall	provide to	the QF's writter	n cost esti	mate of	all required r	materials	and labo	x, and an	estimate	of the date
delivered by the QF authorizing FPL to proceed with detailed engineering, FPL shall engineer and perform or cause to be performed all of the work necessary to interconnect the Facility with the FPL system.  The QF agrees to pay FPL all expenses incurred by FPL regarding the procurement, design, construction, operation, supervision overhead, maintenance and replacement of the interconnection facilities meanury for integration of the Facility into FPL's electrical system including (as appropriate) necessary internal improvements to the FPL transmission system, to the extent that any much transmission improvements affect the Adjointment to Capacity Payment se described in Rate Schodule QS-2, then appropriate adjustments will be made to	by which con	struction	s of the interc	amestion w	ill be completed	t							
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everhead, maintenance and replacement of the interconnection facilities necessary for integration of the Facility into FPL's electrical system including (as appropriate) necessary informal improvements to the FPL transmission system, to the extent that any such transmission improvements affect the Adjointment to Capacity Payment as described in Rate Schodule Q8-2, then appropriate adjustments will be made to	the work nec	essary to	interconnect	the Facility	with the FPL sy	stem.							
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the capacity payment. Such interconnection costs shall not include any costs which FPL.	improvenin	s affect	the Adjostme	nt to Capaci	ly Payment as d	dosembed i	m Kate	ScheduleQS-	t, then a	pproprint	r adjustme	ods will !	be made to
	the capacity y	ріўтінте	Such interes	emoction oc	ets shall not incl	liade uny e	osts wi	ich FPL					
(Continued on Sheet No. 9.801)					(Continu	ed on She	at No. 1	.801)					

Issued by: Tiffuny Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Third Revised Sheet No. 9.801 Cancels Second Revised Sheet No. 9.801

(Continued from Sheet No. 9.800)

would otherwise tector if it were not conjuged in interconnected operations with the QF, but undead simply provided the electric power opportunistic of the Facility with electricity either generated by FPL or purchased from another owner.

The QF agrees to pay the costs for complete interconnection work () within 30 days after EFL restifies the QF that such interconnection work has been completed, and to provide, concurrently with the liability insurance mandeted by Section 10, a suntry.

bond, letter of credit or comparable assurance of payment adequate to cover the interconnection and estimates of forth on Exhibit A, or () to pay assorbly invoices from EFL for actual costs programmedy incurred in installing the interconnection facilities, or () bound upon a decomment of could worthing acceptable to EFL.

In cop to 30 monthly installments, plus interconnection the installment pulsace calculated at the 10-day highest grade commercial paper rate is offer 30 days prior to the date each payment in due, with the first such installment payment being due 30 days after EFL instifies the QF that instrumentation work has been completed.

In the event that the QF notifies FPL in verting to cause interconnection work before its completion, the QF shall be obligated to retainess EPL for the interconnection costs invarred up to the date such notification irreceived.

#### 3. Cost Estimates

Attached bereto as Exhibit. A is a document entitled "QF interconnection Cost Estimates". The parties agree that the cost of the interconnection work contained therein is a good fieth extense of the actual cost to be incurred.

## 4. Technical Requirements and Operations

The parties agree that the QF's interconnection with, and delivery of electricity into, the FPL system must be accomplished in accordance with the provisions of PPSC Rule 25-17 (87 EPSC Rule 25-17 (87 is attached become as Exhibit B and made a part of thin Agreement. Additionally, the parties agree that for QFs that are Distributed Resources as provided in FPSC Order No. PSC 06-0707-PAA-EL Issued August 18, 2006 to Decket No. 660410-EL that QF's interconnection with the FPL system must be accomplished as accordance with the previous of the IEEE Standard 1547 for Interconnecting, Distributed Resources with Electric Power Systems, as applicable, that are in effect at the tone of contraction.

The QF agrees to require that the Facility operator immediately notify FPL's system departure by telephone in the event hazardous or insufe conditions insectiated with the parties' parallel operators are discovered. If such conditions are described by FPL, then FPL will likewise introducely couldn't the operator of the Facility by telephone. Each party agrees to immediately take whatever appropriate corrective action is necessary to correct the hazardous or unsufficient forms.

# 5. Interconnection Facilities

The astronococton facilities shall include the items listed in the document entitled "laterconnection Facilities", which is attached hereis as Exhibit C and hereby made as integral part of this Agreement.

between the fitters on FPL's side of the ownership line with the QF shall be owned, operaind, maintained and repaired by FPL. The QF shall be responsible for the cost of designing, untaking, operating and maintaining the interconnection facilities on the QF's side of the ownership line as indicated to five of the connection facilities on the QF's side of the ownership line as indicated access by third parties to the inforcement on facilities. FPL, metering expressed regarded to be located on the QF's side of the ownership line shall be owned operated, maintained, tested, repaired and replaced by FPL.

(Continued on Sheet No. 9302)

I sound by: S. E. Romig, Director, Rates and Turiffs

Effective: December 20, 2006

Fourth Revised Sheet No. 9 802 Cancels Third Revised Sheet No. 9:802

(Continued from Short No. 9.801)

#### Maintenance and Repair Payment.

FPL will separately invoice the QF monthly for all costs associated with the operation, maintenance and repair of the interconnection facilities. The QF elects to pay for such work on a ( ) actual cost or ( ) on a purcentage hasis, as set forth in Kate Schedules COG-1 and QS-2. The QF agrees to pay F9L within 20 days of receipt of each such invoice:

## Site Access

In order to help ensure the continuous, safe, reliable and compatible operation of the Fucility with the FPL system, the QF hereby grants to FPL, for the period of interconnection, the reasonable right of ingress and egress, consistent with the sale operation of the Facility, over properly owned or controlled by the QF to the ordern that FPL deems such ingress and ogness necessary in order to examine, test, collibrate, coordinate, operate, maintain or repoir any interconnection equipment involved in the parallel operation of the Facility and FPL's system. including FPL's metering equipment.

## Construction Respondbility.

In no event shall any FPL statement, representation, or lack thereof, either express or implicit, relieve the QF of its exchance responsibility for the Facility. Specifically, any FPL inspection of the Facility shall not be construed as confirming or endorsing the Facility's doign or its operating or maintenance procedures, or as a warranty or guarantee as to the safety, reliability, or darability of the Tacility's equipment. FPUs impection, acceptance, or its failure to impect shall not be deemed an endorsement of any Facility equipment or procedure.

FPL and the QF shall each be responsible for its own facilities. FPL and the QF shall such be responsible for merging adequate safeguards for other FPL customers, FPL and the QF personnel and equipment, and for the protection of its own generating system. Subject to section 2.7 Indensety to Company, or section 2.71 Indensety to Company - Governmental, FPL's General Rules and Regulations, FPL and the QF shall each indemnify and save the other and the other's officers, directors, employees, agents and contractors (hereinafter called, ampentively, "FFL. Entities" and "QF Entities") humbess from any and all claims, demands, costs, or expense for loss, damage or injury to persons or property of the other caused by, arising out of, or resulting from:

- (a) Any act in emission by a party of that purity's contractors, against, serverts and employees in connection with the installation or operation of that party's generation system or the operation thereof in connection with the other party's system;
- (b) Any defect in, failure of, or finit related to, a party's generation system.
- (c) The negligence of a party or negligence of that party's Estition (as above defined); or
- (d) Any other event or not which is the result of, or proximately caused by, that party's Entities.

(Commod on Short No. 9.803)

Issued by: Tiffuny Cohen, Senter Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022.

Fifth Revised Sheet No. 9.803 Cancels Fourth Revised Sheet No. 9.803

(Centimed from Sheet No. 9.802)

#### 10. Insurance

Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company — Governmental, FFL's General flation and Regulations, the QF shall process or cause to be procured a policy or policies of liability insurance issued by an insurar or insurans satisfactory to FFL on a standard "Insurance Services Office" commercial institute form. Governmental critics subcoinced under bloods or fideral law to be self-insurant, in time of providing evidence of commercial insurance, have the option of providing to the Company evidence that the applicant has established an adaptate self-insurance plan to cover any obligations of indemnationation, and/or such office information as the Company may deem necessary and relevant. A certificate of assurance shall be delivered to FFL at least fifteen calculate days prior to the start of any autoreomectors field work. At a minimum, the QF's polecytical or self-insurance plan, if applicable, shall certain: (i) an endersement providing coverage including, but not limited to, products liability-completed operations coverage for the term of this Agreement, and (ii) a broad form contractual liability endorsement covering liabilities which might arise under, or in the performance or comperformance of, this Contract and the Parties' (interconnection) (transmission service) agreement dated or caused by operation of any of the QF's equipment in satisfactory and safe operating continue (Effective at least lifteen calculate they prior to the synchronizations of the Facility with FFL's system, the policytics) or self-insurance plan, if applicable, shall be amended to include coverage for interruption or cartainnent of power supply in accordance with inclusivy startaful.

Subject to section 2.7 Indentesty to Company, or section 2.71 Indentesty to Company - Governmental, FPL's General Rules and Regulations, the QP's policy(ies) or self-insurance plan, if applicable, shall have a minimum limit of \$1,000,000 per occurrance, combined single limit, for bodily injury (including death) or property damage. A higher limit of QF insurance may be provided if the QF deams it necessary. Any promision assessment or deductible shall be for the account of the QF and not FPL Entities.

In the event that the policy(ics) is (ant) on a "claims made" basis, the extraoctive date of the policy(ics) shall be the effective date of this Agreement or such other date as to protect the interests of FPL firstion and QF firstion. Furthermore, if the policy(ics) is (are) on a "claims made" basis, the QFs thaty to provide insurance coverage shall survive the termination of this Agreement until the experience of the maintained of limitations in the State of Florida for actions based in contract or in tors, if coverage is on an "occurrence" basis, such increases shall be maintained by the QF during the entire posted of interestation and performance by the parties under this Agreement. The QFs policy(ics) or self-terminates plan, if applicable, shall not be cancelled or materially altered without at least thany calculated days written notice to FPL. Coverage must be reascended up (FPL).

The QF shall provide to FPL oridence of the QF's liability insurance coverage and the standard insurance industry form (ACORD) without modification. A copy of the QF's policy(ins) or self-insurance plan, if applicable, shall be made socialable for inspection by FPL at the QF's offices upon massenable advance notification.

FPL Entities shall be designated as an additional named instead under all QF policy(ies), including any policy(ies) obtained at the election of the QF as prosioned above.

In addition to the minimum coverage outlined above, the various commercial general highlity insurance policies are subject to FFU's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or information regarding the self-immunes policies, and/or information regarding the self-immunes plant, available for impection by FFU's Rule Management Department within fifteen (15) days of a request therefore. Any impection of such plants or policies shall not obligate FFU to advise the Customer of any deficiencies in such plants or policies, and such impection shall not relieve the Customer from, or be deemed a waiver of, FFU's right to insist on strict fidilliment of the Customer's obligations humander.

## 11. Taxation

In the event that FPL becomes hable, after the execution of this Agreement, for additional toors, including internel and/or penalties, as a result of failing any of the tests in internal Revenue Service (IRS) Notice 2016-36, 2016-25 IRB 1029 (identified through an IRS audit or otherwise), thus causing the QF's payment for the interconnection facilities to be taxable income for foliarly and/or state mounts to purposes. FPL may bill the QF monthly for such additional cests, including taxes, interest and/or penalties, or may offset them against arounds due the QF under any FPL/QF power purchase agreement. These cests would be calculated so us to place FPL in the same according to be such additional to be taxable income. If FPL decides to appeal the IRS' determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal cloth substantive and procedural), shall not exclusively with FPL.

(Continued on Short No. 9.804)

Issued by: Tiffany Cohen, Senior Director, Regulatory Bates, Cost of Service and Systems

Effective: January 1, 2022

Fourth Revised Sheet No. 9.804 Cancels Third Revised Sheet No. 9.804

	(Continued fic	om Short No. 9.803)
		rified, explained or charged in any manum, all secognized IRS author
on the	es some shall be used to determine whether any additional costs a	te due under this Section.
12.	Electric Service to the QE.	
22	AND CONTROL OF CONTROL	edily the QE, to the extent that they are consistent with applicable tand
	A SECTION OF THE ABOUT THE PROPERTY OF THE PRO	
13,	Notification,	
	All formal notices affecting the provisions of this Agreement	t shall be delivered in person or sent by registered or certified mad to
indiv	schado designated below. The parties designate the following to	to be notified or to whom payment shall be sent until such time as a
bath	furnishes the other party written instructions to contact another is	individual
	For the QF	
		Phone
	For FPL:	
	rottine .	
		Plane
		VENER
	IN WITNESS WHEREOF, the QF and FPL executed this Ap	gromment this day of 20
	Separation and a separation of the separation of	**************************************
WIII	NESS	FLORIDA POWER & LIGHT COMPANY (FPL)
		Date
		2000
WIII	NESS	
		Date

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 9,806

#### OPTIONAL RESIDENTIAL SMART PANEL EQUIPMENT AGREEMENT.

This Optional Residential Smart Panel Equipment Agreeme	ent ("Agreement") is made and entered into this day of
	(the 'Customer'), having a primary recidence located at
(the 'Re	sidential Property') and Florida Power & Light Company, a Florida
the "Parties"). The Service provided under this Agreement. Commission ("FPSC") and to Company's Electric Tariff as approv	b. Florida 33408 (the "Company") (each a "Party" and collective by is subject to the Rules and Orders of the Florida Public Service ed or subsequently revised by the FPSC and the General Rules or as they may be hereafter revised, amended or supplemented

WHEREAS, the Customer heraby applies to Company to receive smartelectrical panel energy management service. (The "Service") at the Residential Property.

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

- Effective Date. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced
  by the signature of Company's authorized representative appearing below.
- Term of Agreement: The term of this Agreement (the "Term") will commence on the Effective Date and will continue for five (5)
  years following the date on which the Company gives notice that the Equipment is ready for operation (the "Residential
  Operation Date").
- 3. Scope of Services: Company will design, procure, install (as further elected below), own, operate, and provide maintenance to the smart electrical penel and related equipment ("Equipment") to furnish the Service which includes receiving and analyzing data and testing Company's load control and energy management capabilities (including controling end-use appliance circuits connected to the Equipment). The Company reserves the right to control, remotely and/or directly, the Equipment and any end-use appliance circuits connected to the Equipment in good working condition, including performing any necessary replacements or repairs thereto for the duration of the Term. Customer shall ellow Company to establish connectivity with the Equipment using Customer's internet service provider as either a primary or back-up means of communication, is such cases, either a 3fn-Fi connection to Customer's routeror a handwired Ethernet connection shall be facilitated by the Customer. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the foence, rental or lease of the Equipment by Company to Customer. Customer hereby grants to Company and its designees the right to access and use data and information from the Equipment, including the right to own any derivative workscreated using such data. Customer shall reasonably cooperate with Company to achieve the purposes of this Agreement.

The Parties advisowledge and agree that no payments are due from Customer to Company in connection with the Company's performance of the Service and Customer's use of the Equipment hereunder in exchange for the Company's ability to perform the Services. In addition, within a reasonable period of time after the Residential Operation Diete, Customer shall recover a contime credition its electric bill with Company for one hundred dollars (\$100.00).

4. Equipment Maintenance: Access Duringthe Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage retated to the Equipment. The Customer shall not move, modify, remove, adjust, after or change in any material way the Equipment except in the event of an emergency. All replacements of, and afterations or additional to, the Equipment shall become part of the Equipment Customer hereby grants Company access rights on the Residential Property sufficient to allow Company to perform the Services under this Agreement.

Company shall, or through its subcontractors, be responsible for obtaining and for compliance with any loanse or permit required to be in Company's name to enable it to provide the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

(Continued on Sheet No. 9.807)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective January 1, 2022

Original Sheet No. 9,807

## (Continued from Sheet No. 9 806)

- 5. Title and Risk of Loss: Customer acknowledges and agrees that (i) the Equipment is personal property, will be removable and will not be a fedure or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. Title shall only transfer to the Customer at the end of the original Term (or upon any earlier termination if the Company elects to not remove the Equipment). Customer shall keep the Equipment free from any lens by third parties and shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.
  - Customer shall bear all risk of loss or damage of any kind with respect to all or any part of the Equipment located at the Residential Property to the extent such loss or damage iscaused by weather or the actions, negligence, willful misconduct or gross negligence of Customer, its contractors, agents, invitees and/or guests or any other damage which is required to be covered by insurance (collectively a "Customer Casualty"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be geomptly paid to Company in the event the Equipment is damaged and is not a Customer Casualty, the Company will(i) repair or replace the Equipment at Company's cost, or (ii) terminate this Agreement for its convenience upon written notice to Customer.
- 6. Expiration or Termination of Agreement. Customer has the right to terminate this Agreement for rits convenience upon written notice to Company on at least thirty (30) days prior notice. Upon any such termination prior to the second (2<sup>-1</sup>) anniversary of the Residential Operation Date, Customer shall be responsible to pay a termination fee in an amount equal to the cost to uninstall and remove the Equipment (collectively, the 'Early Termination Cost'). Upon any such termination or after the second anniversary of the Residential Operation Date, Customer shall elect to pay either (i) a termination fee in an amount equal to the Early Termination Cost or (ii) the remaining net book value of the Equipment to purchase the Equipment. Except in the case Customer elects option (ii) above. Company has the right but not the obligation, to remove the Equipment. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer on at least thirrty (30) days prior notice or as a result of EPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any lederal, state or local suithority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service Upon such termination, the Company may elect to remove the Equipment or leaves the Equipment and transfer title to the Customer at no charge.
- 7. Warranty. Customer acknowledges and agrees that Company has not made any representations, warranties, promises, covernants, agreements or guarantees of anyland or character whatsoever, whether expression implied, oraics written, paist, present or future, of, as to, concerning, or with respect to the Company's obligations, Services and/or the Equipment. Customer acknowledges that there is no warranty implied by law, including the implied warranty of merchantsbilly, the implied warranty of fitness for a particular purpose, and the implied warranty of custom or usage.
- 8. <u>Custoeser Representations and Warranties.</u> The Customer represents and warrants that (i) the placing of the Equipment at the Residential Property and Customer's performance of this Agreement will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer. (ii) all information provided by the Customer related to the Residential Property is accurate and complete. (iii) Customer have good and unencumberediate to the Residential Property either free and clear of any lens, mortgage or other encumbrances, or if any len, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment; and (iv) Customer lives at the Residential Property and the Residential Property is a single-family home with premise conditions acceptable to Company (in its tole discretion).
- Limitations of Liability, Indemnity. Customer acknowledges and agrees that Company shall not be liable to the Customer for complete or partial interruption of service, or fluctuation in voltage, resulting from causes beyond its control or through the ordinary negligence of disemployees, servents or agents.
  - Neither Company nor Customer shall be liable to the other for consequential, special, everyptary, indirect or incidental losses or punitive damages under the Agreement, including loss of use, cost of capital, loss of goodwill, but revenues or loss of profit, and Company and Customer shall indemnify, and Company and Customer shall indemnify, hold harmiess and defend Company from and against any and at liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expension of this Agreement.

(Continued on Sheet No. 9.808)

Issued by: Tiffany Coben, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Original Sheet No. 9,808

(Continued from Sheet No. 9.807)

- 10. Insurance At any time that the Company is performing Services under this Agreement at the Residential Property, the Company shall maintain, at its sole cost and expense, lability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Fibrida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance. During and throughout the Term of this Agreement, the Cuistomer shall maintain a homeowner's property insurance policy with minimum limits equal to the value of the Residential Property and homeowner's lability insurance policy with minimum limits of Three Hundred Thousand (\$300,000,00) Dollars.
- Assignment. The Customer may not assign this Agreement without the consent of the Company. A ratio of the Residential Property shall be treated as an early termination by Customer unless Company agrees in writing to an assignment of this Agreement to the purchaser of the Residential Property.
- 12. Dispute Resolution, Governing Law, Venue and Walver of Jury Trial. This Agreement shall be subject to and governed by the laws of the State of Florida, exclusive of conflicts of lawsprovisions. The Parties agree that any action or proceeding arising out of criefland to this Agreement shall be brought in the Circuit Court for Paim Beach County, Florida or the United States. District Court for the Southern District of Florida. EACH OF THE PARTIES HEREBY KNOWING, Y, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERINGINTO THIS AGREEMENT.
- Notices: All notices, demands, offers or other written communications required or permitted to be given pursuant to this
  Agreement shallbe in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail,
  return receipt requested, or sent via overnight courier to such Party's address as set forth above.
- 14. Miscellaneous: Any waiver granted by a Party shall not constitute a waiver or relinquishment of stright to demand future performance of such termor condition, or losser-case such right in the future. No modification, waiver or amendment of this Agreement shall be binding uniters agreed in writing by both Parties. The Agreement constitutes the entire understanding between Company and the Customer relatingto the subject matter hereof. Company and Customer each agree to do such other and further acts and fitnings, and to execute and deliver such additional instruments and documents, ascelline if any reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement. The obligations of the Parties hereunder which by their nature survive the termination or expression of the Agreement and/or the completion of the Service hereunder, shall survive and eure to the benefit of the Parties if any provision of this Agreement shall to any extent, be invalid or unenforceable, the remander of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duty authorized representatives, effective as of the Effective Date.

Customer	Florida Power & Light Company
ву	By
Printed Name:	Printed Name:
Date:	Trie
	Date:

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, cost of Service and Systems

Effective: January 1, 2022

herein shall have the meaning set forth in the Electric Tuniff.

Original Sheet No. 9.811

THSS Residential (	Optional Supplemental Power Service , 20 by and between	oes Agreement ("Agreemen	nt") is made and entered into thinday having a primary residence located at
		and Florida Power & Lig	ght Company, a Florida eceporation, having
offices at 700 Un			mpsey"Keach a "Party" and collectively the
of the Florida Psi	blic Service Commission ("FPSC")	) and to Company's filed	Agreement is subject to the Rules and Orders are: Tariff, including, but not limited to the
			roved or subsequently revised by the FPSC or as they are now written, or as they may be
			as the "Electric Tariff"). In case of coeffici

RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT

between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement

- I. Effective Date: This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), ovidenced by the signature of Company's anthonized representative appearing below, which, together with the Electric Tariff and the SCW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.
- Term of Agreement. The term of this Agreement will commence on the Effective Date and will continue for years following the Residential Operation Date as defined in <u>Section 4(a)</u> below (the "Term").
- 3. Score of Services Company will design, process, install, own, operate, and provide maintenance to all afternative sources of power supply analyn power conditioning equipment ("Equipment") to diamin. the Service as more specifically described in the SCW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Residential Property. (ii) Company will own the Equipment, and (iii) Customer has no ownership intenset in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, result or lease of the Equipment by Company to Customer.
- Design and Installation Company will design, procure, and install the Equipment pursuant to the requirements of the SOW.
  - (a) <u>Residential Operation</u>. Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for operation, with the date of such notice being the "Residential Operation Date".
  - (b) <u>Commencement of Monthly Service Payment Upon Residential Operation Date</u>. Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable taxes due from Customer pursuant to <u>Section 6</u> (Customer Payments), shall begin on the Residential Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

Equipment Maintenance: Afterations: During the Term, Company shall provide maintenance to the applicable. Equipment in accordance with generally accepted adastry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or duringe related to the Equipment. Company shall impact and repair Equipment that is not properly operating within the fundines agreed upon in the SOW. Company will invoice Customer for repairs that use the Customer's financial responsibility under <u>Section 12(c)</u>, the and payable by Customer within thirty (50) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, after or charge in any material way the Equipment, or any part thereof, through the terms of the Agreement, except in the event of an accurrence ceasonably deemed by the Customer or Company to countries a bons fide emergency. All replacements of, and obstrations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this <u>Section 5</u> by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

(Continued on Sheet No. 9.812)

Original Sheet No. 9.812

(Continued from Sheet No. 9.811)

## 5. Customer Payments.

- (a) Egg. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.
- (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5,00 or 1.2% applied to any past due unpaid balance of all accounts. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) basiness days of receiving written notice from the Company that such payment is post due. Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligations to comply with all payment obligations under this Agreement.
- 6. Customer Credit Requirements In the reseconable discretion of Company to assure Customer payment of Morthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the sarety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable. Termination Fee pursuant to Section 13(a) for Service mourned under this Agreement, any cash security held by the Company under this Agreement will be refused, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.
- 7. Right of Access. Customer hereby grants Company an access easement on the Residential Property sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction error vehicles in connection with the installation or removal of the Equipment, (ii) impect and provide maintenance to the Equipment, or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property. Customer grants Company immediate unlimited access to the Residential Property to take such action as Company deems agreeys into to prevent such damage or injury (collectively "Accesso").
- 8. Company Operation and Testing of Equipment. The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.
- 9. <u>Customer Responsibilities</u> Except for an agreed upon Charge (in defined in the SOW), the Customer shall not modely its electrical system at the Residential Property in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Residential Property. The Customer shall be obligated, at its sole expense, to keep the Residential Property free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to <u>Section 9</u>, or (iii) cause damage to the Equipment.

(Continue on Sheet No. 9.813)

Issued by: Tiffany Coben, Director, Rates and Tariffs

Original Sheet No. 9.813

(Continued from Sheet No. 9.812)

10. Permits and Regulatory Requirements. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

#### 11. Title and Risk of Loss.

- (ii) Title. The Customer agrees that Equipment installed at the Residential Property is and will remain the solle property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modely or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the unnership provisions of this Section 12ra/. The Parties agree that the Equipment is personal property of Company and not a fecture to the Residential Property and shall return the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Residential Property.
- (b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.
- (c) Risk of Loss to Equipment (Curomer Responsibility). CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE RESIDENTIAL PROPERTY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18th OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY A "CUSTOMER CASUALLY"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.
- (d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Moethly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Morthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole dissertion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(Continue on Sheet No. 9.814)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Original Sheet No. 9.814

(Continued from Sheet No. 9.813)

## 12. Expiration or Termination of Agreement

- (ii) Early Termination for Convenience by Customer. Subject to the obligation of Customer to pay Company the Termination For (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-handred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less. any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Corepany. Company retains the right to invoice Customer based upon actual uslyage value within one-hundred eighty (180) days of the date of Company's removal of Equipment.
- (b) Early Termination by Company for Convenience or by Company Due to Change in Law. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer us a result of FPSC actions or charge in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise. prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company running to this Section 13(b). Customer must choose to either: (i) Purchase the Equipment upon payment of (A) a transfer price mutually agreeable to Company and Customer, plus (B) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (C) any extetanding Monthly Service Payments and applicable toxes for Service provided to Customer prior to the effective date of termination, plus (D) any unrecovered maintenance costs expended by Company prior to the effective date of termination, minus (II) any cush security held by the Company under this Agreement, or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.
- (6) Early Termination of Agreement for Cause. In addition to any other termination rights: expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to care such defliciency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cared within thirty (30) days after written notice thereof by Customer.

(Continue on Sheet No. 9.815)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Original Sheet No. 9.815

#### (Continued from Sheet No. 9.814)

(iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20. Customer sells, transfers or otherwise disposes of the Residential Property; (v) Customer entors into any voluntary or involuntary barkruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors, (vi) any representation or warranty made by Customer or otherwise furnished to Company in consection with the Agreement shall prove it any time to have been untrue or misleading in any material respect; or (vii) Customer removes or allows a third party to remove, any portion of the Equipment from the Residential Property.

- i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in <u>Section 13(a)</u>. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Residential Property (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Contract.
- ii Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to <u>Section 13(e)</u>, or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Table to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.
- (d) Expiration of Agreement. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable tasses, plus any outstanding Monthly Service Payments and applicable tuses, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expension of the then current. Term, the Agreement will auto-renew on a month-to-month busis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the dose Customer provides written notice to Company to change its election to option (sir) above.
- (e) <u>Customer Purchase Option</u> Pursuant to a purchase option under <u>Section 13(c)</u>. <u>Section 13(d)</u>, or <u>Section 20</u>, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus

(Continue on Sheet No. 9.816)

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Original Sheet No. 9.816

(Continued from Sheet No. 9.815)

(ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered maintenance costs expended by Company prior to the effective date of termination, minus (v) any cash security held by the Company under this Agreement. Company will irreduce Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and poyable by Customer within thirty (30) days of the date of such invoice. If Costomer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such parchase option, will expect and Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).

## 13. Warranty and Representations

- (a) Company's Disclaimer of Excress and/or Implied Winteries. Customer acknowledges and agrees that company has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or futere, of, as to, concerning, or with respect to the company's obligations, services and/or the equipment, customer acknowledges that there is no warranty implied by law, including the implied warranty of merchant ability, the implied warranty of fitness for a particular purpose, and the implied warranty of custom or usage, customer further acknowledges in no event does company warrant and/or guaranty to the customer that the electrical services to the residential property will be uninterrupted or that the installation of the roupment and provision of services provided hereunder will avert or prevent the interruption of electric services.
- (b) Contents Representations and Warranties. The Customer represents and warrants that (i) the Residential Property at which Company's Equipment is to be located in suitable for the location of such Equipment, (ii) the placing of such Equipment at such Residential Property will comply with all laws, rules, regulations, ordenasces, coming requirements or any other federal, siste and local governmental requirements applicable to Contenter, (iii) all information provided by the Contenter related to the Residential Property is accurate and complete, and (iv) Customer helds sole and exclusive title to the Residential Property or has the sole and exclusive right of possession of the Residential Property for the Term.

## 14. LIMITATIONS OF LIABILITY.

- (a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED, BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL, NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.
- (b) SUBJECT TO SECTION IS(G) NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

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Issued by: Tiffany Cohen, Director, Rates and Tariffs

Original Sheet No. 9.817

(Continued from 5heet No. 9.816)

(e) THE LIMITATIONS OF LIABILITY UNDER <u>SECTION 15(a)</u> AND <u>SECTION 15(b)</u> AROVE SHALL. NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c). Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in <u>Section 15</u>.

Agreed and accepted by Customer: \_\_\_\_\_ (Initials

- 15. Force Malesce. Force Majeure is defined as an event or circumstance that is not reasonably fore-reable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargores, subotage, epidemica, explosions and fires not originating in the Residential Property or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majouse event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration. thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majoner event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majoure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.
- 16. <u>Confidentiality</u> "Confidential Information" shall mean all receptible information, regardless of the form in which it is communicated or maintained (whether und, written, electronic or visual) and whether prepared by Company or otherwise, which is disclosed to Customer. Confidential information shall not be used for any purpose other than for purposes of this Agreement and shall not be disclosed without the prior written consent of Company.

#### 17. Insurance and Indemnity

- (a) Insurance to the Maintained by the Company. At any time that the Company is performing Services under this Agreement at the Customer Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance.
- (b) Insurance to Be Maintained by the Customer. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowners property insurance policy with minimum limits equal to the value of the Residential Property and homeowners liability insurance policy with minimum limits of Three Hundred Thousand (\$300,000.00) Dollars.
- (a) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, saits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with the Agreement, provision, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.
- 18. Non-Wulver The failure of either Party to insist upon the performance of any tarm or condition of this Agreement or to exercise any right bereander on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

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Issued by: Tiffany Cohen, Director, Rates and Tariffs

Original Sheet No. 9.818

(Continued from Sheet No. 9.817)

- 19. Assignment. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or this Agreement may be assigned by the Costomer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and he binding upon the successors and assigns of the Customer and Company. This Agreement is free of any restrictions that would prevent the Customer from freely transferring the Residential Property. Company will not prohibit the sale, conveyance or refinancing of the Residential Property. Company may choose to file in the real estate records one or more procustionary UCC financing statements or feeture filings (collectively "Festure Fding") that preserves their rights in the Equipment. The Fixture Filing is intended only to give notice of its rights relating to the Equipment and is not a lien or encumbrance against the Residential Property. Company shall explain the Fixture Filing to any subsequent purchasers of the Residential Property and any related lenders as requested. Company shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Residential Property
- 26. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file say formal proceedings against the other Party related to any dispute under this Agreement for at loast focty-five (45) does after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITHOATION BASED UPON, RELATING TO, ARISENG OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- 21. Modification No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.
- 22. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(Continue on Sheet No. 9.819)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Original Sheet No. 9.819

23.	Survival. The obligations of the Pa	etias beroonder	and the second s	
	Survival: The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall aurvive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.			
24	Notices All notices, demands, offiers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement and with respect to Company, sent to the attention of			
25.	Further Assurances. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.			
26.	relating to the subject matter heres	of, superseding	entire understanding between Company and the Customer any prior or contemporaneous agreements, representations, the Parties, whether oral, written or implied, regarding the	
	NESS WHEREOF, the Parties hereb natures, effective as of the Effective		greement to be executed by their duly authorized	
Custom	er .	Florid	la Power & Light Company	
By	-	By:	20	
	(Signature)		(Signature of Authorized Representative)	
	(Print or Type Name)		(Print or Type Name)	
Dute	2 - C	Title:	I Birra sanaranas.	
		Date	50 50	
Custom	ier .			
Ву	(Signiture)	_		
	(Print or Type Name)			
Date:		-		

ORIDA POWER	& LIGHT COMPAN	ey:	Original Sheet No. 9.820
NO	N-RESIDENTIAL O	PTIONAL SUPPLEMENTA	AL POWER SERVICES AGREEMENT
day of	20 by	emental Power Services Agre and between	cement ("Agreement") is made and entered into this
its principal offic Florida corporati a "Party" and a Agreement in nu Electric Tariff, is approved or sub Electric Service hereafter referre	or at on, having offices at sollectively the "Part signature to the Rales are soluting, but not limit sequently revised by as they are now writt d to as the "Electric	(hereafter, the "Cu 700 Universe Boulevard, Jun- ties"). The Service (an defi- d Oeders of the Florida Publ- ted to, the Optional Suppleme the FPSC (hereafter the "I ten, or as they may be hereal Turiff"). In case of conflict	istomer") and Florida Power & Light Company, to Beach, Florida 33408 (hereafter "Company") (each paid in the paragraph below) provided under the ic Service Commission ("FPSC") and to Company ental Power Services Rider, Rate Schedule CSP-1, a Rider") and the General Rules and Regulations for the revised, amended or supplemented (collectively to between any provision of this Agreement and the defined herein shall have the meaning set forth in the
Statement of W	ork ("SOW") for the vice in the event Or	e purpose of providing an	receipt of service, as more specifically described in alternative source of power supply and/or pow- upply is disrupted (hereafter the "Service"), at the acility").
	HEREFORE, in con md conditions in this		recentises and undertakings, the Parties agree to the
Date"). with the	evidenced by the rige	nature of Company's authors ie SOW, shall constitute the o	spon the acceptance hereof by Company ("Effecti- ized representative appearing below, which, togeth- entire agreement between the Customer and Compan-
			nmence on the Effective Date and will continue for lefined in Section 4(a) below (the "Term").
alternat us more remova (iii) Cu that this	we sources of power is specifically describe ble and will not be a f stomer has no owners Agreement (i) is for	supply and or power condition of in the SOW. Customer sele- lecture or otherwise part of the hip interest in the Equipment the Company's provision of	all, own, operate and provide maintenance to a oring equipment ("Equipment") to furnish the Servi- mowledges and agrees that (i) the Equipment will be e Facility, (ii) Company will own the Equipment, as it. For the avoidance of doubt, it is the Parties' into Services to Customer using Company's Equipment and by Company to Customer.
4. Design a of the S		puny will design, procure, an	d install the Equipment pursuant to the requiremen
(a)	accordance with the	requirements of the SOW, (	the antallation of the applicable Equipment Company shall deliver to Customer a notice that the with the date of such notice being the "Commercial Commercial Commercial Commerc
(b)	obligation to pay the and taxes due from	e applicable Castomer's mo a Customer pursuant to So son Date and shall be due and	<ol> <li>Upon Commercial Operation Date. Customer eithly Service payment, plus applicable fuel charge ction 6 (Customer Payments), shall begin on the I payable by Customer pursuant to the General Rule</li> </ol>
Equipm when C impact	ent in accordance wit ustomer has knowled and repair Equipment	h generally accepted industry ige of any operational issues that as not properly operating	Company shall provide maintenance to the applicably practices. Customer shall promptly notify Compan or damage related to the Equipment. Contpany shall within the timelines agreed upon in the SOW stoner's financial responsibility under

(Continue on Sheet No. 9.821)

Original Sheet No. 9.821

#### (Continued from Sheet No. 9.820)

Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, romove, adjust, after or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bone fide emergency. All replacements of, and afterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original operation at Customer's sole cost and expense.

#### Customer Payments.

- (a) Ecc. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Any monthly fuel charges specified in the SOW will be in addition to the Monthly Service Payment. Monthly fuel charges, if applicable, will be recalculated annually by Company in accordance with the Rider, and such recalculated monthly fuel charges shall be effective upon written notice to Customer. Applicable taxes will also be included in or added to the Monthly Service Payment and any fuel charges. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Cantomer's otherwise applicable general service rate schedule.
- (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law Further if the Customer fails to make any unduputed payment owned the Company hereunder within five (5) business days of receiving written notice from the Company that such payment in past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.
- 7. Customer Credit Requirements At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Illoctric Turiff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Turiff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(n), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligons on any surety bond or letter of credit will be relessed from their obligations to the Company.

(Continue on Sheet No. 9.822)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Original Sheet No. 9.822

### (Continued from Sheet No. 9.821)

- 1. Grant of Easement to Company. Oustomer hereby grants Company on access easement to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment, or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of dismage or injury to the Equipment, any person or person's property. Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Perties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations and provide Customer with an applicable easement form for Customer's approval and signature. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Upon receiving the signed essement form and any associated mortgage subordinations, the Company shall record Company's easement rights in the public records of the County where the Facility is located. All such costs related thereto shall be the included as part of calculating the Customer's Monthly Service Payment. Failure to provide the above requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's haydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Figuipment, and (iii) Company's performance of the Service.
- 9. Company Operation and Testing of Equipment. The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SCAV, has the eight to manually and/or remotely operate the Equipment at all times at deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.
- 10. <u>Customer Responsibilities</u> Except for an agreed upon Change (as defined in the SOW), the Customer shall not modely its electrical system at the Facility in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Facility. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to <u>Section 9</u>, or (iii) cause damage to the Equipment.
- 11. Permits and Regulatory Requirements. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.

# 12. Title and Risk of Loss

Title. The Costomer agrees that liquipment installed at the Facility is and will remain the sole property of Company unless and until such time as the Costomer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company teserves the right to modify or upgrade Equipment in Costomy deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Facility and shall retain the legal status of personal property adding under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility.

(Continue on Sheet No. 9.823)

Issued by: Tiffany Cohen, Director, Rates and Turiffs Effective: September 3, 2019

Original Sheet No. 9.823

#### (Continued from Sheet No. 9.822)

- (a) Liggs. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and covnership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.
- (b) Eisk of Loss to Equipment (Customer Responsibility). CUSTOMER SHALL BEAR ALL RISK. OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE EACHJTY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTHOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMER CASUALTY"). Any proceeds provided by such innurance for loss or damage to the Equipment shall be promptly paid to Company.
- (c) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is no severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments, foel charges and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

# 13. Expiration or Termination of Agreement

(a) Early Termination for Convenience by Customer. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-handred eighty (180)days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments, fuel charges and applicable tuxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, plus (in) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination. Fee, due and payable by Customer within thirty (30) days of the date of such invisioe. Company's invision may include an estimated salvage value of Equipment removed by Company. Company retains the right to invoice Customer based upon actual sulvage value within one-handred eighty (180) days of the date of the Company's removal of Equipment.

(Continue on Sheet No. 9 824)

Original Sheet No. 9.824

(Continued from Sheet No. 9.823)

- (b) Early Termination by Company for Convenience or by Company Due to Change in Law. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either (i) Purchase the Equipment upon payment of (A) a transfer price mutually agreeable to Company and Customer, plus (B) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (C) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (D) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, minus (E) any cash security held by the Company under this Agreement, or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Castomer of such an election. If Customer and Company cannot reach agreement us to the transfer price of the Equipment within ninety (90) days of Company anotice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.
- (c) Early Termination of Agreement for Cause. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (a) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer, (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 29. Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantee of Customer's obligations or liabilities hereunder ("Guarantee") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors, (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement. shall prove at any time to have been untrue or misleading in any material respect, or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility
  - Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for playing the Termination Fee in more fully described in <u>Section 13(n)</u> For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Fucility (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Contents.

(Continue on Sheet No. 9.825)

First Revised Sheet No. 9.825 Cancels Original Sheet No. 9.825

## (Continued from Sheet No. 9.824)

- ii. Upon a termination for cause by Company, the Company shall have the right to access and semove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an electron. Additionally, the Customer shall be liable to Company for any atterney's fees or other costs occurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.
- iii Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to <u>Section 13(e)</u>, or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee, provided that, for the involuence of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such up election.
- (d) Expiration of Agreement. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments, fuel charges and applicable trees, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election. Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Communy elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month busis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.
- (e) Customer Purchase Option Pursuant to a purchase option under Section 13(a). Section 13(d) or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of (s) the greater of (A) Company's surrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus (ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company connot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such purchase option will expure and Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).

(Continue on Sheet No. 9.826)

Original Short No. 9.826

(Continued from Sheet No. 9.825)

(f) <u>Termination of Easements</u>. Following expiration or termination of this Agreement and satisfaction of all Customer obligations under this <u>Section 13</u>. Company shall provide Customer with a release of Easements in a form mutually agreed upon between the Parties.

## 14. Warranty and Representations.

- (B) Company's Disclaimer of Express under Implied Warrings CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH BESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES ANDOR THE EQUIPMENT CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EYENT DOES COMPANY WARRANT ANDOR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE ENSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.
- (b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment.
  (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements of any other federal, state and local governmental requirements applicable to Customer, (iii) all information provided by the Customer related to the Facility is accurate and complete, (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Tenn, and (v) Customer has the right to grant Company easement rights related to the real property on which the Facility is located, or has the right to require the owner of the real property on which the Facility is located to grant Company such essentinglits.

## 15. LIMITATIONS OF LIABILITY

- (8) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.
- (b) SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLIDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

(Continue on Sheet No. 9.827)

Issued by: Tiffany Cohen, Director, Rates and Tariff

Original Sheet No. 9.827

(Continued from Sheet No. 9.826)

(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c).

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in <u>Section 15</u>.

Agreed and accepted by Customer: (Initials)

- 16. Force Majoure. Force Majoure is defined as an event or circumstance that is not reasonably forescenble, in beyond the reasonable control of and is not caused by the negligence or lack of due difigence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of cival or military authority (including courts and governmental or administrative agencies), acts of God, war, not or insurrection, blockades, embargoes, subotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricance, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the faithm of the affected Parry to comply with the terms of a collective bargaining agreement). If a Parry is prevented or delayed in the performance of any such obligation by a Force Majoure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majoure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majoure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majoure event. Notwishstanding the foregoing, the occurrence of a Force Majoure event shall not relieve Customer of payment obligations under this Agreement.
- 17. Confidentiality "Cordidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether ocal, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

## 18. Insurance and Indomnity

- (a) Insurance to Be Maintained by the Company.
  - At any time that the Company is performing Services under this Agreement at the Customer Faculty, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of Ose Million (\$1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of Ose Million (\$1,000,000.00) Dollars combined single limit for all owned, non-owned leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million (\$2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million (\$1,000,000.00) Dollars per accident, by disease and per policy and per employee.
  - ii Upon the request of Customer, the Company shall provide the Customer with insurance certificates which provide evidence of the insurance coverage under this Agreement.

(Continue on Sheet No. 9.828)

Original Short No. 9.828

## (Continued from Sheet No. 9.827)

iii Notwahstanding any other requirement set forth in this <u>Section 18(a)</u>. Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance. In the event Company self-insures any of the above required coverages, Company will provide Customer with a letter of self-insurance upon written request by Outcomer.

# (h) Insurance to Be Maintained by the Customer.

- i. The Customer, claring and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) nited "A-, VII" or higher by A.M. Hest's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence for boddy injury or death and/or property damage. (ii) automobile liability policy with minimum limits of One Million (\$1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hared automobiles, (iii) umbrella liability policy with minimum limits of Two Million (\$2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million (\$1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (i), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waiver of subroguition in favor of Company.
- ii. In the event Customer is subject to Section 768.28 Florida Statutes, Customer acknowledges, without warving the right to novereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-imured for general liability under Florida novereign immunity statutes with coverage limits of Two Hundred Thousand (\$200,000,00) Dollars per person and There Hundred Thousand (\$300,000,00). Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statutes. Coverage shall also include Employers' Liability coverage with limits of One Million (\$1,000,000,00) Dollars per accident.
- (c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent seising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement, provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expuration of this Agreement.
- 19. Non-Waiver The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.
- 20. <u>Assignment.</u> Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including <u>Section 7.</u> (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or, this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall mare to the benefit of, and be basiling upon the successors and assigns of the Customer and Company.

(Continue on Short No. 9.829).

Original Short No. 9.829

(Continued from Sheet No. 9.828).

- 21. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party heritated to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Plain Besch County, Florida or the United States Dostrict Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHISTHER ORAL, OR WRITTEN), OR ACTIONS OF EITHER PARTY HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- 22. Modification. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.
- 23. Severability. If any provision of this Agreement or the application thereof to any person or carcumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or carcumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fallest extent permitted by law.
- 24. Survival. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and mure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall sorvive termination or expiration of this Agreement und/or completion of the Service.
- 26. Further Assurances: Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether ut or after the execution of this Agreement, in furtherance of the express: provisions of this Agreement.
- 27. Governmental Entities. For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and be enforceable.

(Continue on Sheet No. 9.830)

ORIDA POWER & LIGHT COMPANY	Original Sheet No. 9.830
	(Continued from Sheet No. 9.829)
relating to the subject matter hereof,	constitutes the entire understanding between Company and the Custome f, superseding any prior or confemporaneous agreements, representations mgs between the Parties, whether cral, written or implied, regarding the
IN WITNESS WHEREOF, the Parties hereby or representatives, effective as of the Effective Da	caused this Agreement to be executed by their duly authorized late:
Customer	Florida Power & Light Company
By	By:
(Signature of Authorized Representative)	(Signature of Authorized Representative)
(Print or Type Name)	(Print or Type Name)
Title:	Title
Date:	Dute:

Issued by: Tiffany Cohen, Director, Rates and Tariff Effective: September 3, 2019

Original Sheet No. 9.833

100	s Commercial Bectric Vehicle Charging Services Agreement ("Agreement") is made and entered into this day of a
(CO See Re-	(hereafter, the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 werse Boulevard, Juno Beach, Florida 33408 (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service ministerion ("FPSC") and to Company's Electric Tarift, including, but not limited to, the Commercial Electric Vehicle Charging vices Flider, Rolle Schedula [CEVCS-1], as approved or subsequently revised by the FPSC and the General Rules and guidelons for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented tectively, hereafter referred to as the "Electric Tariff"), in case of conflict between any provision of this Agreement and the Electric ff, this Agreement shall control. Capitalized terms not defined herein shall have the meening set forth in the Electric Tariff.
	WHEREAS, the Customer hereby applies to Company for recept of service, as more specifically described in a Statement Notk ("SOW") for the purpose of providing commercial electric vehicle charging infrastructure (hereafter the "Service"), at the domer facility located at
and	NOW THEREFORE, in consideration of their mutual promises and undertakings; the Parties agree to the following terms conditions in this Agreement.
1.	Effective Date. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.
2.	Term of Agreement. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for ter (10) years following the date on which Company delivers notice to Customer that the Equipment is ready for commercial operation (the "Commercial Operation Date").
).	Scope of Services. Company will design, procure, install, own, operate and provide maintenance to electric vehicle charging equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges are agreed that (i) the Equipment will be removable and will not be a finiture or otherwise part of the Facility, (ii) Company will ow the Equipment, and (iii) Customer has no ownership interest in the Equipment. The Company reserves the right to remoted control charging session schedules and/or curtail the energy delivered by the Equipment at any time. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company Equipment, and (ii) is not for the license, rentel or lease of the Equipment by Company to Customer Customer acknowledge and agrees that Company and/or its contractors (i) will gather data and information from the Equipment and (ii) have the right to see such data, including the right to own any derivative works created using such data.
4.	Equipment Maintenance: Attenations: During the Term, Company shall provide maintenance to the applicable Equipment is accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or demage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under <a href="Section 131ct">Section 131ct</a> , due and payable by Customer within thirty (30) days of the date of succinvoice. The Customer shall not move, modify remove, adjust, after or change in any material, way the Equipment, or any parties of during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer of Company to constitute a boxa fide emergency. All replacements of, and afterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 4 by Customer, Company may, at its option and side discretion Equipment to its original condition of Customer's side cost and repease.
5.	Customer Payments
	(a) Egg. The Customer's monthly Service payment shall be in the amount set forth in the SCW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment. Customer's obligation to pay the Monthly Service Payment, plus applicable taxes due, shall begin on the Commercial Operation Date and shall be due on payable by Customer pursuant to the General Rules and Regulations for Electric Service.

Issued by: Tiffarry Cohen, Senior Director, Regulatory Rates, Gost of Service and Systems Effective: January 1, 2022

Original Sheet No. 9.834

#### (Continued from Sheet No. 9.833)

- (b) <u>Late Payment</u> Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.
- 6. Customer Credit Requirements. At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its porent company and with such other documents, instruments, agreements and other writings to distormine the credit rating services to determine Customer creditoritiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requisted security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and affer Company has received final poyment for all bits, including any applicable Termination Fee pursuant to Section 12(a), for Service incurred under this Agreement, any cash security hald by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.
- 7. Grant of Access. Customer hereby grants Company access to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown, stage and install the Equipment, tools, materials, other equipment and rigging and to park construction crew volvides in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment, or (iii) provide any other service contemplated or necessary to perform under this Agreement, including required distribution services, equipment and needs. In the event that Company, in its sole discretion, determines that an easement is nacessary for the purpose of connecting the Equipment to the electrical grid, then Customer shall grant Company an easement in a mutually agreeable location in, on, over, under, through and across a portion of the Facility to be identified by the Parlies on the Company's customary form. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property. Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Failure to provide any Company-requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service
- Company Testing of Equipment. The Company shall have the exclusive right to manually and/or remotely test the Equipment to verify that it will operate within required parameters.
- 9. <u>Customer Responsibilities</u> The Customer shall not modify its electrical system at the Facility in a manner that adversely impacts the Equipment or its use. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Facility. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's testing of the Equipment pursuant to <u>Section 8</u>, or (iii) cause damage to the Equipment.

(Continue on Steet No. 9.835)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No.9.835

(Continued from Sheet No. 9.834)

10. Permits and Requistory Requirements. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvats from proper euthorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.

#### 11. Title and Risk of Loss

- (a) Title. The Customer agrees that Equipment installed at the Facility is and will remain the side property of Company unless and until the end of the original Term (or upon any earlier termination if the Company elects to not remove the Equipment). Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service but will not degrade the capability. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 11(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more UCC financing statements or focuse filings or take similar action, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the country of the Facility or the state of Florida.
- (b) <u>Liess</u>. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.
- (c) Fisk of Loss to Equipment (Customer Responsibility). CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 17(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMER CASUALTY"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.
- (d) Fisk of Loss to Equipment (Company Responsibility). In the event the Equipment is demaged and is not a Customer Cassarty, the Company will repair or replace the Equipment at Company's cost, or in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right, but not the obligation, to remove the Equipment at its cost within a reasonable period of time, and Customer up to end through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

#### 12. Expiration or Termination of Agreement.

(a) Early Termination for Convenience by Customer. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least softy (60) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment.

(Continue on Sheet No. 9.836)

Issued by: Tiffarry Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Original Sheet No. 9.836

(Continued from Sheet No. 9.835)

removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under <u>Section 6</u> (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Tifle to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payuble by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company.

- (b) Early Termination by Company for Convenience or by Company Due to Change in Law. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least skidy (SO) days prior to the effective date of termination, or, in whole or in part, upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, irresp or otherwise prohibiting Company's stality to provide the Service. Upon a termination for convenience by Company pursuant to this Section 12(b). Customer must choose to either (i) Purchase the Equipment upon payment of a transfer price mutually agreeable to Company and Customer, negotiated in good fairb, or (ii) Requises that Company remove the Equipment, at Company's sole cost, within a reasonable temperate, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company's elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within renety (90) days of Company's notice of termination for convenience, Customer shall be discussed to have discussed the request for Company to remove the Equipment.
- [4] Early Termination of Agreement for Cause. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following exects of default (each an "Event of Default"). (i) Customer fails to timely pay the Morthly Service Payment and fails to cure such defocation within their (30) days of written notice from the Company, (ii) Company materially breaches its obligations under the Agreement and such taking a not cured within their (30) days after written notice thereof by Customer or obligations under the Agreement and such taking in not cured within their (30) days after written notice thereof by Company; (iv) subject to Section 19: Customer sets, transfers or otherwise disposes of the Facility, (iv) Customer or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") sets, transfers or otherwise dispose of all or substantially all of its assets, (ivi) Customer or Guarantor enters into any voluntary or involuntary bankings or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors, (ivi) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or resteading in any material respect, or (ivii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility.
  - Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in <u>Section 12(a)</u>. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its side discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to <u>Section 19</u>) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee event by Customer.
  - a. Upon a termination for cause by Customer, Customer must choose to either (i) purchase the Equipment upon payment of a transfer price mutually agreeable to Company and Customer, negotiated in good faith, or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee, provided that, for the evolution of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.
- (d) Expiration of Agreement. At the end of the Term and subject to Oustomer making payments of all outstanding amounts due, the to the Equipment shall transfer to Customer at no additional charge. Thereafter, Customer shall be responsible (i) for payment of all electric usage by the Equipment pursuant to the Company's Electric Tariff and Company shall be permitted to make any needed adjustments to the Equipment, and (ii) Customer shall be responsible for all maintenance and other costs related to ownership of the Equipment.

(Continue on Sheet No. 9.837)

Original Sheet No. 9.837

(Continued from Sheet No. 9.836)

#### 13. Warranty and Representations

- (ii) Company's Discissions of Express and/or implied Waterstes. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED COMPANY'S OBLIGATIONS, SERVICES AND/OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT, CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE, CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.
- (b) <u>Customer Representations and Warrantes</u> The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment, (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer, (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Term, and (iv) Customer has the right to grant Company access and/or easement rights related to the real property on which the Facility is located to grant Company such access and/or easement rights.

#### 14. LIMITATIONS OF LIABILITY

- (a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.
- (b) SUBJECT TO SECTION 14(c). NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.
- (c) THE LIMITATIONS OF LIABILITY UNDER SECTION 14(a) AND SECTION 14(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 17(c).

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 14.

Agreed and accepted by Customer: (Initials)

(Continue on Sheet No. 9.838)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Original Sheet No. 9.838

#### (Continued from Sheet No. 9.837)

- 15. Force Majeure Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to actions or inactions of over or military authority (including courts and governmental or administrative agencies), acts of God, war, not or insurrection, sabotage, epidemics, pandemics, explosions and fires not originating in the Facility or caused by the operation, hunticanes, floods, or labor disputes or difficulties (not caused by the feature of the affected Party to compty with the terms of a collective bengaining agreement). If a Party is prevented or designed in the performance of any such obligation by a Figure Majeure event, such Party shall provide notice to the other Party of the excumptions or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 15 are satisfied by the affected Party, to the event that performance of any obligations) is prevented or delayed by a Force Majeure event, its obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstancing the foregoing the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.
- 16. Confidentiality. "Confidential Information" shall mean all nonputific information, regardless of the form in which it is communicated or meintained (whether oral, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

#### 17. Insurance and Indemnity.

#### (a) Insurance to Be Maintained by the Company.

- i. At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A., VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence for bodily injury or death and/or properly damage, (ii) automobile liability policy with minimum limits of One Million (\$1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million (\$2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable liaves of the State of Florida and Employers' Liability cover with limits of One Million (\$1,000,000.00) Dollars per accident, by disease and per policy and per employers.
- Notwitistanding any other requirement set forth in this <u>Section 17(int)</u>. Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance.

#### (b) Insurance to Be Maintained by the Customer

1. The Customer, during and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits for the Million (\$1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and fired automobiles, (iii) unbrettal liability policy with minimum limits of Two Million (\$2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mendaled by the applicable laws of the State of Florida and Employers Liability cover with limits of One Million (\$1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (§), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waver of subrogation in favor of Company.

(Continue on Sheet No. 9.839)

Effective: January 1, 2022

Original Sheet No. 9.839

#### (Continued from Sheet No. 9.838)

- In the event Customer is subject to Section 768.28 Florida Statutes, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of Two Hundred Thousand (\$200,000.00) Dollars per person and Three Hundred Thousand (\$300,000.00) Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the registature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statutes. Coverage shall also include Employers' Liability coverage with limits of One Million (\$1,000,000.00) Dollars per accident.
- (b) <u>indemnity</u>. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of connected with, relating to or in any manner directly or indirectly connected with this Agreement, provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful insconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.
- Non-Walver. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.
- 3. <u>Assignment</u> Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective safe of the real property upon which the Equipment is installed, subject to the sale of such property. In the event of the sale of be real property upon which the Equipment is installed, subject to the obligations of this Agreement installed, subject to the obligations of this Agreement installed an early lemmastice of this Agreement by Customer unless the Company agrees in writing to an assignment of this Agreement to the purchaser of the real property.
- 4. Dispute Resolution, Governing Law, Venue and Waiver of Juny Trial. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or life any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-live (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Paim Reach County, Florida or the United States District Court for the Southern District of Florida oxiy, as may be applicable under controlling law, shall decide any unresided daim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS [WHETHER ORAL OR WRITTEN], OR ACTIONS OF EITHER PARTIY HERETO, THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- Modification. No statements or agreements, oral or written, made prior to the date hereof, shall very or modify the written terms set forth herein and neither Party shall daim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.
- Severability, if any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 7. Survivel. The obligations of the Peries hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and insure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.

(Continue on Sheet No. 9,840)

Original Sheet No. 9.840

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- 24. Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement. Each Party shall have the right to change the place to which notices shall be sent or delivered by similar notice sent or delivered in like manner to the other Party.
- 25. Further Assurances Company and Customer each agree to do such other and further acts and things, and to execute and doliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.
- 26. Governmental Entities. For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barried by Florida state or federal law from executing or agreeing to any provision of this Agreement, their such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and be enforceable.
- Entire Agreement. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duty authorized representatives, effective as of the Effective Date.

Customer	Florida Power & Light Company		
By(Signature of Authorized Representative)	By(Signature of Authorized Representative		
(Print or Type Name).	(Print or Type Name)		
Tito:	Title		
Date:	Date:		

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Schedule (referenced above)

FL	ORIDA POWER & LIGHT	COMPANY	Original Sheet No. 9.843
	OPTIO	NAL RESIDENTIAL ELEC	TRIC VEHICLE CHARGING AGREEMENT
-	, 20_ by and betw	woon (the	ement ("Agreement") is made and entered into this day of (file "Customer"), having a primary residence located at "Residential Property") and Florida Power & Light Company, a Florida
55 CS 65	"Parties"). The Service provi emission ("FPSC") and to Con rvices Rider Pilot, Rate Schedu	ded under this Agreemer npany's Electric Tariff, in ite (RS-1EV), as approve as they are now written,	Beach, Florida 33408 (the "Company") (each a "Party" and collectively it is subject to the Rules and Orders of the Florida Public Service duding, but not limited to, the Residential Electric Vehicle Charging or subsequently revised by the FPSC and the General Rules and or as they may be hereafter revised, amended or supplemented
chi	WHEREAS, the Customs arging service (the "Service") at I		vary for receipt of service to provide residential electric vehicle ("EV")
83	NOW THEREFORE in a d conditions in this Agreement.	onsideration of their mului	of promises and undertakings, the Parties agree to the following terms
1.	Effective Date This Agreement by the signature of Company's		upon the acceptance hereof by Company ("Effective Date"), evidenced appearing below.
2			"Term") will commonce on the Effective Date and will continue for ten- ves notice that the Equipment is ready for operation (the "Residential
3.	EV charging equipment for or includes receiving data, service the right to remotely control of allow Company to establish optimary or back-up means of Ethernet connection shall be till in the Company's provisions of the Equipment by Co.	ne electric vehicle, includi e fees and overnight and varging assison schoolers ornactivity with the Level communication. In such actitated by the Customer, ion of Services to Custom mpany to Customer. Custo on from the Equipment an	If (as further elected below), own, operate, and provide maintenance to ing a Level 2 EV charger ("Equipment") to furnish the Service which weekend charging for the Customer's EV only. The Company reserves ancitor curtail the energy delivered by the Equipment. Customer shall 2 EV charger using Customer's internet service provider as after a cases, either a Wi-Fi connection to Customer's router or a handwheat For the evoldance of doubt, it is the Parties' intent that this Agreement or using Company's Equipment, and (ii) is not for the license, rental or order acknowledges and agrees that Company and/or its contractors (i) if (ii) have the rights to use such data, including the right to own any
	Customer selects the folio	wing installation service:	
	☐ <u>Full fretallation</u>		40V circuit (assuming Customer has at least two appropriate breaker alculations, permitting and up to 15 foot 50A branch circuit.
	□ Equipment Only.	installation. Customer pro	wides a dedicated, permitted and installed 240V circuit in garage.
4.	accordance with generally a knowledge of any operational adjust, after or change in any alterations or additions to, the	ccepted industry practice issues or damage relate material way the Equipm Equipment shall become p	Company shall provide maintenance to the applicable Equipment in is Customer shall promptly notify Company when Customer has d to the Equipment. The Customer shall not move, modify, remove, ent, except in the event of an emergency. All replacements of, and sart of the Equipment Customer hereby grants Company access rights o perform the Services under this Agreement.
		ame to enable if to provide	onsible for ublaining and for compliance with any (icense or permit the Service. Each Party agrees to cooperate with the other Party and
5.	Monthly Service Payment		
0.00	Date in accordance with the G	Seneral Rules and Regulat	ice Payment, plus any applicable taxes, on the Residential Operation lons for Bectric Service. Any perial month will be paid on a pro rata in the Residential Electric Vehicle Charging Services Rider Prof. Rate

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

 Title and Risk of Loss: Customer acknowledges and agrees that (i) the Equipment is personal property, will be removable and will not be a furture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no (Continued on Sheet No. 9.844)

Original Sheet No. 9.844

(Continued from Sheet No. 9.843)

ownership interest in the Equipment. Title shall only transfer to the Customer at the end of the original Term (or upon any earlier termination if the Company elects to not remove the Equipment). Customer shall keep the Equipment free from any liens by third parties and shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

Customer shall bear all risk of loss or damage of any kind with respect to all or any part of the Equipment located at the Residensial Property to the extent such loss or damage is caused by weather or the actions, negligence, willful misconduct or gross negligence of Customer, its contractors, agents, invitees and/or guests or any other damage which is required to be covered by insurance (collectively a "Customer Casualty"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company. In the event the Equipment is damaged and is not a Customer Casualty, the Company will (i) repair or replace the Equipment at Company's cost, or (ii) terminate this Agreement for its convenience upon written notice to Castomer.

- 7. Expiration or Termination of Agreement: Customer has the right to terminate this Agreement for its conversence upon written notice to Company on at least thirty (30) days prior notice. Upon any such termination prior to the fifth anniversary of the Residential Operation Date, Customer shall be responsible to pay a termination fee in an amount equal to the cost to uninstall, remove and nedeploy the Equipment glug all outstanding Monthly Service Payments due and owing (collectively, the 'Early Termination Cost'). Upon any such termination on or after the fifth anniversary of the Residential Operation Date, Customer statil efect to pay either (i) a termination fee in an amount equal to the Early Termination Cost or (ii) the remaining net book value of the Equipment to purchase the Equipment glug all outstanding Monthly Service Payments due and owing. Except in the case Customer efects option (ii) above, Company has the right, but not the obligation, to remove the Equipment for redeployment. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer on at least thirty (30) days prior notice or as a result of FPSC actions or change in applicable taxes, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon such termination, the Company may elect to remove the Equipment of lease the equipment and transfer title to the Customer at no charge.
- 8. Warranty Customer acknowledges and agrees that Company has not made any representations, warrantes, promises, coverants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the Company's obligations. Services and/or the Equipment. Customer acknowledges that there is no warranty implied by law, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of custom or usage.
- 9. <u>Customer Representations and Warranties.</u> The Customer represents and warrants that (i) the placing of the Equipment at the Residential Property and Customer's performance of this Agreement will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer. (iii) all information provided by the Customer retated to the Residential Property is accurate and complete; (iii) Customer has good and unencumbered title to the Residential Property either free and clear of any liens, mortgages or other encumbrances, or it any lien, mortgage or other encumbrance of the subscription of the complete of the subscription of the subscription of the complete or burden or encumber the Equipment, (iv) Customer lives at the Residential Property, the Residential Property is a single-family home or towntome with an attached garage that receives RS-1 slectric service from Company and is in good standing, and (iv) Customer owns or leases an electric vehicle that is capable of being charged by the Equipment.
- Limitations of Liability. Indemnity. Customer advisoring send agrees that Company shall not be ligitle to the Customer for complete or partial interruption of service, or fluctuation in voltage, resulting from causes beyond its control or through the ordinary negligence of its employees, servants or agents.

Neither Company nor Customer shall be liable to the other for consequential, special, exemplary, indirect or incidental losses or punitive damages under the Agreement, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and Company and Customer each hereby release the other from any such liability, provided, that the Customer shall indemnify, bold harmless and detend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, reliating to or in any manner directly or inferrely connected with this Agreement, provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Compeny's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

(Continued on Sheet No. 9.645)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 9.845

(Continued from Sheet No. 9.844)

- Confidentiality "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether crail, written, electronic or visual) which is disclosed to Customer. Confidential Information shall not be disclosed without the prior written consent of Company.
- 12. Insurance: At any time that the Company is performing Services under this Agreement at the Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Rozida. Company may meet the above required insurance coverage with any combination of primary, excess, or settinisurance. During and throughout the Term of this Agreement and unit at amounts payable to the Company pursuant to this Agreement are paid in full, the Costomer shall maintain a homeowner's property insurance policy with minimum limits equal to the value of the Residential Property and homeowner's liability insurance policy with minimum limits of Three Hundred Thousand (\$300,000,000) Dollars.
- 13. <u>Assignment</u> The Customer may not assign this Agreement without the consent of the Company. A sale of the Residential Property shall be treated as an early termination by Customer unless Company agrees in writing to an assignment of this Agreement to the purchaser of the Residential Property.
- 14. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be subject to and governed by the laws of the State of Rorida, exclusive of conflicts of laws provisions. The Parties agree that any action or proceeding arising out of or related to this Agreement shall be brought in the Circuit Court for Paim Beach County, Florida or the United States District Court for the Southern District of Florida. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- 55. Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this. Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested, or sent via overnight courier to such Party's address as set forth above.
- 16. Biacetlaneous. Any weiver granted by a Party shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future. No modification, waiver or amendment of this Agreement shall be binding unless signed in writing by both Parties. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder which by their nature to the benefit of the Parties. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected theraby, and each provision of this Agreement shall be valid and enforceable to the fullest advert permitted by law.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duty authorized representatives, effective as of the Effective Date.

Customer	Florida Power & Light Company
By	By
Date:	Tide:
DOM:	Date.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Original Sheet No. 9.849

LU	RIDA POWER & LIGHT COMPANY	Original Sheet No. 9.849
	SOLAR POWER FACILITIES SERVICE AGRE	EMENT
Flori Cor Agre indu the l arns Agre	Solar Power Facilities Service Agreement ("Agreement") is made and entered in ween a jinsert entity type), having its principal office at da Power & Light Company, a Florida corporation, having offices at 700 Univer- mony") (each a "Party" and collectively the "Parties"). The Service jas defined sement is subject to the Rules and Orders of the Rorida Public Service Commiss iding, but not limited to, the Solar Power Facilities Service Roter, Rate Schedule [S PPSC and the General Rules and Regulations for Bectric Service as they are no included or supplemented (collectively, horeafter referred to us the "Electric Tariff"), i sement and the Electric Tariff, this Agreement shall control. Capitalized terms not a Bectric Tariff.	(the 'Customer') and see Bouleverd, Juno Beach, Florida 33408 (the fire the paragraph below) provided under the sion ("FPSC") and to Company's Beotic Tariff SPF-1], as approved or subsequently revised to we written, or as they may be hereafter revised to case of conflict between any provision of the
	WHEREAS, the Customer hereby applies to Company, as more specifically installation and maintenance of solar structures, such as solar trees and solar car batteries (the 'Service'), at the Customer facility located at	nopies, and related equipment, such as lighting
and	NOW THEREFORE, in consideration of their mutual promises and underta conditions in this Agreement	kings. The Parties agree to the following term
1,	Effective Date. This Agreement shall become effective upon the acceptance he by the signature of Company's authorized representative appearing below, which shall constitute the entire agreement between the Customer and Company with re-	, together with the Electric Tarriff and the SOW
<ol> <li>Term of Agreement. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for 10 years following the date on which Company delivers notice to Customer that the Equipment is ready for commercial operation (the "Commercial Operation Date").</li> </ol>		
1.	Scope of Services: Company will design, permit, procure, install, own, operate a such as solar frees and solar canopies, and related equipment, such as lighting an as more specifically described in the SOW. Customer acknowledges and agrees end of the term, at the Company's sole option and unless otherwise extended, (ii) of has no ownership interest in the Equipment. For the excidence of doubt, it is the Company's provision of Services to Customer using Company's Equipment and Equipment by Company to Castomer. Company shall have the right to access purposes of powering Company's computer equipment used in monitoring the points internet access, it will permit Company access to be used in connection we acknowledges and agrees that Company and/or its contractors (i) will gather dis have the rights to use such data, including the right to own any derivative works or	nd beltenes ("Equipment") to turnish the Service that (i) the Equipment may be removed at the Company will own the Equipment, and Custome Parties intent that this Agreement (i) is for the (ii) is not to the incertain rental or lease of this and use of Customer's electrical systems to over generated by the Equipment. If Custome this such power mornitoring systems. Custome this and information from the Equipment and (ii)
•	Equipment Maintenance: Alterations: During the Term, Company shall provid accordance with generally accepted industry practices. Customer shall promptly in of any operational issues or damage related to the Equipment. Company shall imperating within the timelines agreed upon in the SOW.	notify Company when Customer has knowledge
5.	Customer Payments	
	(a) Fees. The Customer's monthly Service payment shall be in the amount set Customer's obligation to pay the Monthly Service Payment, plus applicable of Operation Date and shall be due and payable by Customer pursuant to the Service.	larges and taxes, shall begin on the Commercia
	(b) <u>Late Payment</u> Charges for Services due and rendered which are unpaid Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unp- of federal, state, and local governmental entities, agencies, and instrumental to the accounts of federal, state, and local governmental entities, agencies.	aid balance of all accounts, except the account sities. A Late Payment Charge shall be applied

(Continue on Sheet No. 9.850)

Issued by, Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 9.850

(Continued from Sheet No. 9.849)

owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due. Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

- 6. Customer Credit Requirements: At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the credit worthness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer credit ratings; in the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surely bond or a bank latter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surely bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tarriff for the surely bond and Sheet No. 9.430 and 9.435 of the Company's Electric Tarriff for the bank letter of credit. Failure to provide the requested security in the maintens set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 80-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 11(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refuseded, and the obligors or any surely bond or letter of credit will be released from their obligations to the Company.
- 7. Grant of Access. Customer hereby grants Company access to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment. or (iii) provide any other service contemplated or necessary to perform under this Agreement, including required distribution services, equipment and needs. In the event that Company, in its sole discretion, determines that an easement is necessary for the purpose of connecting the Equipment to the electrical grid, then Customer shall grant Company an essement in a mutually agreeable location in, on, over, under, through and across a portion of the Facility to be identified by the Parties on the Company's customary form. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's properly, Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement. to the Equipment location, Company shall obtain a legal description of the necessary Access locations. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Failure to provide the above requested documents in the manner set forth above within rinety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service
- Customer Responsibilities. The Customer shall be obligated, at its sole expense, to keep the Facility free and dear of anything, that may (i) impair the maintenance or removal of Equipment, or (ii) cause durage to the Equipment.
- Permits and Requisitory Requirements. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.

#### 10. Title and Risk of Loss.

(a) <u>Title</u> The Customer agrees that Equipment installed at the Facility is and will remain the side property of Company unless and until such time as the Customer purchases the Equipment as set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this <u>Section 10(a)</u>. The Parties agree that the Equipment is personal property of Company and not a future.

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Original Sheet No. 9.851

(Continued from Sheet No. 9.850)

to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may tile one or more UCC financing statements or finder tilings, as applicable, in such justicidations, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility. The Company will collect and own the data related to usage of the Equipment.

- (b) Liens: Customer shall keep the Equipment free from any liens by third parties. Customer shall provide limity notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.
- (c) <u>First of Loss to Equipment (Customer Responsibility)</u>. CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY <u>SECTION 18(b)</u> OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMER CASUALTY"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.
- (d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is demaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the registed Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and of Equipment, at its sole discretion. Tell to Equipment that Company directs not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

#### 11. Expiration or Termination of Agreement.

- (a) Early Termination for Convenience by Customer. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered captal costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under <u>Section 6</u> (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, all its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (M) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company.
- (b) Early Termination by Company for Convenience or by Company Due to Change in Law. The Company has the right to ierminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any segrecy thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Sovice. Upon a termination for convenience by Company pursuant to this Section 11(b), Customer must choose to either. (i) purchase the Equipment upon payment of a transfer price mutually.

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(Continued from Sheet No.9.851)

agreeable to Company and Customer, or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of formination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

- (c) Early Termination of Agreement for Gause. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following exents of default (sech an "Event of Default"): (i) Customer fails to thesely pay the Monthly Service Payment and tails to cure such deficiency within thirty (30) days of entition notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 18. Customer sets, transfers or otherwise disposes of the Facility, (v) Customer or any guaranter of Customer's obligations or liabilities hereunder ("Guarantor") sets, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary barriuptcy or other insolvency or recovership proceeding, or makes as assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untitue or misseading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility.
  - Upon a ferremation for cause by Company, the Company shall have the right to access and remove the Equipment and Gustomer shall be responsible for paying the Termination Fee as more fully described in <u>Section 3 tiles</u>. For the excidence of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company decits not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in adjection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to <u>Section 19</u>) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.
  - ii. Upon a termination for cause by Customer, Customer must choose to either (i) purchase the Equipment upon payment of a transfer price mutually agreeable to Company and Customer, or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.
- (d) Expiration of Agreement, All least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer plus applicable taxes, for Service provided to Customer plus applicable taxes, plus any outstanding Monthly Service Payments and applicable taxes, for Service provided to Customer plus applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termsocion Fee. In the event that Customer tails to make a timely election, Customer shall be deemed to have elected option (ii). For the evolutions of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its ode discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If option (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the approache option by the expiration of the their current Term, the Agreement will auto-rersw on a month-to-month basis until (A) the date on which the Parties teach agreement and finalize the option or (B) the date that either Customer or Company provides written notice to the other Partiy to change the election to option (ii) above.

[Continue on Sheet No. 9.853]

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Original Sheet No. 9.853

(Continued from Sheet No. 9.852)

#### 12. Warranty and Representations.

- (N) COMPANY Disclaime of Express and Implied Warrantes. Customer acknowledges and agrees that company has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the company's obligations, services and/or the equipment. Customer acknowledges that there is no warranty implied by law, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of custom or usage, customer further acknowledges in no event does company warrant and/or guaranty to the customer that the electrical services to the facility will be uninterrupted or that the installation of the interruption of electric services.
- (b) <u>Customer Representations and Warranties</u>. The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment, (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other facility and local governments' requirements applicable to Customer, (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds tille to the real property on which the Facility is located or has the right or possession of the real property on which the Facility is located for the Term, and (v) Customer has the right to require the owner of the real property on which the Facility is located to the real property on which the Facility is located to the real property on which the Facility is located to the real property on which the Facility is located to the real property on which the Facility is located to grant Company such access and/or essement rights.

#### 13. LIMITATIONS OF LIABILITY.

- (a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.
- (b) SUBJECT TO SECTION 13(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.
- (c) THE LIMITATIONS OF LIABILITY UNDER SECTION 13(a) AND SECTION 13(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 16(c).

Customer's initials below indicate that Cus provisions set forth in <u>Section 13</u> .	former has read, understood and voluntarily accepted the terms and
Agreed and accepted by Customer:	(Initials)

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Original Sheet No. 9.854

(Continued from Sheet No. 9.853)

- 14. Force Majeure. Force Majeure is defined as an event or circumstance that is not reasonably foreceedie, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, wer, not or insurrection, subclade, epidemics, pandemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, or labor dispoles or difficulties (not caused by the failure of the affected Party to compty with the terms of a collective bargarining agreement). If e Party is prevented or distinged in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 14 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or divelyed by a Force Majeure event of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.
- 15. Confidentiality "Confidential Information" shall mean all horpablic information, regardless of the form in which it is communicated or maintained (whether onal, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its efficient without the prior written consent of Company.

#### 16. Insurance and Indomnity

- (a) Insurance to Be Maintained by the Company.
  - i. At any time that the Company is performing Services under this Agreement at the Costomer Facility, the Company shall, maintain, at its side cost and expense, with insurer(s) rated "A-, VIII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million (\$1,000,000,00). Dollars per occurrence for bodily injury or death and/or property damage, (i) automobile liability policy with minimum limits of One Million (\$1,000,000,00). Dollars combined single limit for all council, non-owned, leased and hard automobiles, (iii) umbrotile liability policy with minimum limits of Two Million (\$2,000,000,00). Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Rionda and Employers: Liability cover with limits of One Million (\$1,000,000,00). Dollars per socident, by disease and per policy and per employee.
  - Notwithstanding any other requirement set forth in this <u>Section 16(a)</u>. Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance.
- (b) Insurance to Be Maintained by the Customer.

(Continue on Sheet No. 9.855)

Original Sheet No. 9.855

(Continued from Sheet No. 9.854).

- i. In the event Customer is subject to Section 768.28 Florida Statutes, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28. Florida Statutes, that Customer is self-insured for general habity under Florida sovereign immunity statutes with coverage timbs of Two Hundred Thousand (\$200.000.00) Dollars per person and Three Hundred Thousand (\$300.000.00) Dollars per person and Three Hundred Thousand (\$300.000.00) Collars per occurrence, or such monetary waiver limits that may change sed to set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Forida Statutes. Coverage shall also include Employers' Liability coverage with limits of One Million (\$1.000.000.00) Dollars per accident.
- (a) Indemnity. The Customer shall indemnity, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement, provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.
- Non-Waiver. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise
  any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future
  performance of such term or condition, or to exercise such right in the future.
- 3. Tax Credits; Financial Incentives, Sale of Energy. Installation and operation of the Equipment at the Facility may result in the availability of federal and/or state tax credits, and other financial incentives (collectively hereinafter "incentives"). Company shall be the sole recipient and beneficiary of any incentives. Company may decide, in its sole discretion, how any incentives shall be distributed, disbursed or assigned. Customer shall have no right to any incentives. All electricity produced by the Equipment, and the right to utilize such electricity, shall be the sole property and right of the Customer.
- 4. Assignment. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, all least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 5 (Customer Credit Requirements), such sale shall be considered an early termination of this Agreement by Customer unless the Company agrees in writing to an assignment of this Agreement to the purchaser of the real property.
- 5. Dispute Resolution, Governing Law, Venue and Welver of Jury Trial. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Rorida, endusive of conflicts of laws provisions. Each Perty agrees not to commence or tile any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Paint Beach County, Ronda or the United States District Court for the Southern District of Ronda only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER CRAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO, THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- 6. Modification. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall deim any amendment, modification or release from any provision hereof by reason of a course of action or matual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.
- Severability. If any provision of this Agreement or the application thereof to any person or cropmstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or cropmstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fallest extent permitted by law.

(Continue on Sheet No. 9 856)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Original Sheet No. 9.856

(Continued from Sheet No. 0.855)

- 23. Survival. The obligations of the Parties hereunder which by their nature surviva the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and mure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by taw and shall survive termination or expiration of this Agreement and/or completion of the Service.
- 24. Notices: All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in tike manner to the other Party.
- 25. Further Assurances. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.
- 26. Governmental Entities. For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and be enforceable.
- Entire Agreement. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether one, written or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duty authorized representatives, effective as of the Effective Date.

Cust	lomer :	Florida Power & Light Compar	У
Ву	(Signature of Authorized Representative)	By:(Signature of Authorized R	(epresentative)
	(Print or Type Name)	(Print or Type N	ame)
Tite		Tite:	
Date		Date:	-Ç

Fourth Revised Sheet No. 9.870 Cancels Third Revised Sheet No. 9.870

# Existing Facility Economic Development Rider - EFEDR Service Agreement New Load established in General Service or Industrial space that has been vacant for more than six months CUSTOMER NAME ADDRESS TYPE OF BUSINESS The Customer hereto agrees as follows: Establish service in a currently vacant building or other facility and create additional load of at least 350 kW of measured domain That the quantity of new or expanded load shall be \_\_\_\_\_kW of Demand. 2. The nature of this new or expanded lead is \_\_\_\_\_\_ 3. The general service industrial space of the new load has been vacant for more than six months. 4. That the customer load will be served with existing facilities or that customer has paid, or agrees to pay; any contributions in aid of construction or guarantoes for any additional facilities that may be required. 5. To initiate service under this Rider on \_\_\_\_\_\_\_, and terminate service under this Rider on \_\_\_\_\_ This shall constitute a period of five years. 6. To provide verification that the availability for this Rider is a significant factor in the Customer's location/copanion decision. 7. If a charge in ownership occurs after the Customer contracts for service under this Radier, the successor Customer may be allowed to fulfill the balance of the contract under Rider EFEDR and continue the schodule of crollets. 8. To provide verification that there is no affiliation with the prior occupant. Accepted by: FLORIDA POWER & LIGHT COMPANY Tréc Date

Issued by: Tiffany Coben, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: Junuary 1, 2022

Fourth Revised Sheet No. 9.910 Cancels Third Revised Sheet No. 9.910

	FPI, ACCOUNT No
	FPL PREMISE No.
STANDBY AND SUPPLEM	ENTAL SERVICE AGREEMENT
(hereafter called "the Curtomer"); located at	, by and between
WIT	NESSETH
WHEREAS, the Curtosser is required, or has requested, is currently providing electric Standby and/or Supplemental Service, of this Agreement, and	o take electric Shandby and/or Supplemental Service, or the Company is se defined by Rate Schodule SST-1, marked Exhibit "A", and made a part
WHEREAS, the Company is willing to provide, or to conterns and conditions specified better.	ntime to provide, such Standby and/or Supplemental Service under the
NOW THEREFORE, for and in consideration of the multi and agree as follows:	ad coverants and agreements herein set firsh, the parties hereto coverant
<ol> <li>Standby Service will be rendered in compliance wife of "A", and Supplemental Service will be initially helled a schedules are attached hereto and made a part of this ag time by the Horida Public Service Commission.</li> </ol>	t terms and conditions set forth in Rate Schedule SST-1, marked Exhibit ander Rate Schedule marked Exhibit "8", both received, or any secceives schedule which may be approved from time to
2. The Customer agrees to the following for purposes of apply	ying Ratic Schedule SST-1 to Company supplied service:
Company in the point of an estage of the Cu	kw, which is defined as the highest amount of Customer loaderved the amount of Customer's load which would not have to be served by the acoust's generation expurity and shall not by less than zero.
	Highest amount of Customer load served by the Customer's generation.
Contract Statelly Demand =	MINUS
	Amount of Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment
	is the maximum load actually served by the Curtomer's gammation during amount specified above as Customer's load which would not have to be the Customer's generation equipment.
A Customer's Contract Standby Domaid may be re-cetable	shed to allow for the following adjustments:
medinator, of	f FPL Demand Side Management Measures of FPL Research Project efficiency
FPL; m	of other persuants and quantifable efficiency measures, upon ventionies by
<ol><li>Personnel duages to exercise field for that venil personnelly reduced electricity communication, upon</li></ol>	t in a personnest less of electric lend, including any fluit coloritation satisfiing in a verification by $PP_{\alpha}$ .
period following the Castomer's written suquest on the per	to higher of the actual Contract Standby Demund calculated in the next billing for Contract Standby Demund minus the calculated demand reduction. Requests received up to twice per calcular year when more than one efficiency meanure is limphases.
(b) The approach of load which would not have to be served generation equipment;	By the Company in the event of an outage of the Chattawer's
()Must be demonstrated to the Company's satisfaction.	when initially established.
(Continued of	on Sheet No. 9.911)

Issued by: S. F. Romig, Director, Rates and Tariffs Effective: December 7, 2006

Fifth Revised Sheet No. 9.911 Cancels Fourth Revised Sheet No. 9.911

(Continued from Sheet No. 9,910)

- ii) Is subject to periodic verification by the Customer upon request by the Company. If the Customer fails to confirm that the load not served by the Company is equal to that set forth in 200, then, at the option of the Company, the load set forth in 200 will be adjusted in the current and subsequent billing months to the level which was demonstrated.
- (c) The minimum normal operating level of the Customer's generation equipment is \_\_\_\_ JtW. Standby Servicecom only he provided when the Cantomer's governtion to less than this specified amount.
- 3. (a) Customers desiring to operate any electric generating equipment in parallel with the Company's system shall be responsible for providing the Company with the recessory information like the evaluation of each interconnected operation. In the event that the generating facility or facilities move(s) like criteria for "qualifying facility" status contained in Eule 25-17.086, F.A.C., then the parties' interconnection agreement entered in accordance with Eule 25-17.087, F.A.C., shall govern all sepects of interconnected. operations. The Company shall not be impacred to permit the parallel operation of any generating equipment that does not meet qualifying facility status criteria.
  - (b) The Customer shall be responsible for costs associated with interconnection equipment used to operate the generating facility either in parallet with the Company's system as specified in the interconnection agreement, or in solidation from the Company's system, including, but not limited to, responsibility for the cost associated with modifying, providing, operating, replacing, resistaining and removing all necessary lines, substations, transformers, switching and protective facilities and other equipment necessary to utilize the electric service delivered becounder.
  - (c) Any arrangement for power deliveries by the Customer into the Company's system shall be the cosponsibility of the Customer; the Company shall review and evaluate each request on a case-by-case basis. The Company shall not be responsible for accepting such deliveries of power unless the Customer has entered into an interconnection agreement.
- 4. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall be responsible for ensuring sufeguards, which are considered adequate by the Company, to the Company's system including but not limited to the Company's customers, personnel and equipment, Solicat to socious 2.7 Indumenty to Company, or rectors 2.71 Indumenty to Company Covernments, FPL's General Rules and Regulations, the Customer shall indumently and were the Company Installers from any and all slatines, sorts, or expense for loss, descript, or supply to personnel reproperty the lattice the Covernment and the Covernment in the Covernment of the Cover (including the Customer's generation system and the Company's system) caused by or resulting from:
  - (a) Any act or contractors by the Customer, or Chitomer's contractors, subcontractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection

  - with the Company's system.

    (b) Any defect, failure of, or fault related to the Customur's generation system;

    (c) The Customer's negligence or negligence of the Customur's contractors, subcontractors agents, sorvants and employees
  - (d) Any other event or act that is the result of, or proximately caused by, the Customer's facility.
- 5. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system. The Customer shall deliver to the Company at least fifteen days prior to the start of any interconnection construction, accrificed copy or daplicate original of a liability insurance policy instant by a mutually acceptable insurance company authorized to do business in the State of Florida. Sobject to section 2.7 Indemnity to Company or section 2.71 Indemnity to Company— Covernmental, FPL's General Bules and Regulations, this policy shall jointly protect and indemnify the Customer and the Company, its officers, employees, and representatives against all liability and expense as a result of claims and entiring injuries or damages to persons in property arising out of the interconnection with the Customer, or caused by operation of any of the Customer's equipment or by the Customer's failure to maintain its famility's equipment in entirialistic and safe operating condition.

The policy providing such coverage shall provide public liability insurance, including property durage, in an amount not less than 5 — for each occurrence. Observmental entities suffering under Borida or federal law to be self-insured, in loss of providing evidence of adequate communical insurance, have the option of providing to the Company evidence that the applicant has exhibited in adequate self-insurance plan to cover the obligations of instructionance inferenced herein, and shall, upon request, provide such other information as the Company and coloring and relevant. In addition, the above required policy or self-insurance plan, if applicable, shall be undersed with a provision whereby the insurance company or governmental entity will notify the Company at least thirty days prior to the effective date of concellation or material charge in the policy or plan.

In addition to the minimum coverage outlined above, the various commercial general liability instance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability instance policies, and/or information regarding the self-instance plan, available for importion by FPL's Risk. Management Department within fifteen (15) days of a request therefore. Any importion of such plans or policies shall not obligate FPL to above the Customer of any deficiencies in such plans or policies, and such importion shall not observe the Customer's obligators for such as a subject of the Customer's obligators for manufactures.

The Customer shall pay all premiums and other charges due on said policy and keep said policy in force during the entire period of interconnection with the Company.

(Continued on Short No. 9.912)

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

Effective: December 7, 2006

Fifth Revised Sheet No. 9.912 Cancels Fourth Revised Sheet No. 9.912

(Continued from Sheet No. 9.911)

6. The Customer will allow the Company to make all necessary arrangements to meter (3) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) throughoutly and energy explicit to the Company by the Customer's generation equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintenance costs naturated by the Company for themselving equipment required in (2) and (2) described above. The Company shall retain overseaship of all materiageographent.

Where the Customer and the Company agree that the Customer's service experiences are totally standily or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gives demand and energy output of the Customer's generation equipment provided that where only standily service is taken. (1) the Customer and the Company agree to the maximum amount of standily service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own scattering as is necessary to persuit maryus and reporting of the load and taken characteristics of Standily and Supplemental Service.

- 7. The initial term of this Agreement is for a period of five years from . The Contoner shall give the Company at least five years written notice sent by certified said before the Contoner may transfer from service under the Schedule SST-1 to envice under any other applicable retail rate schedule. Transfers, with less than five years written notice, to an applicable retail rate schedule may be permitted if it can be shown that such transfer is in the best interests of the Contoner, the Company, and the Company's other interpayers.
- A new Standby and Supplemental Service Agreement may be executed. (1) in the event there is an income in the Customer's generating facilities prior to the end of this Agreement or (2) it is mutually agreed between the Company and the Customer.
- All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified
  mult to the parties designated below. The parties designate the following to be notified or to whom payment shall be cent
  until such time as either party furnished the other party written instructions to contact another individual.

For CUSTOMER: For FPL

- 10. This Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Customer and the Company other than an interconnection agreement, with respect to Standby and/or Supplemental Service and the matters contained locates and constitutes the entire Agreement between the parties. In the event of a conflict between this agreement and an interconnection agreement, the interconnection agreement shall prevail.
- This Agreement is subject to the Company's effective "General Rules and Regulations for Electric Service" and the Rules of the Florida Public Service: Commission.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed the day and your set above.

Contensor (Print or type name of Cognutation)

By:
Signature (Authorized Representative)

(Print or type name)

Title:
Title:

FLORIDA POWER & LIGHT COMPANY

By:
(Signature)

(Print or type name)

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

Effective: December 7, 2006

Changes and Terms Accepted:

Fifth Revised Sheet No. 9.926 Cancels Fourth Revised Sheet No. 9.920

						FPLACCOUNT	780
						FPL PREMISE N	la
		INTERRU	TIBLESTANDE	IY AND SU	PPLEMENTAL SERVI	TE AGREEMENT	
Thi	ir Agreei	ment is made this	day of	-	, by and between		
_		178	ide and PLORES	A DOWNER	& LIGHT COMPANY, a c	The second secon	led "the Curromer"), locate when the lower of the State o
Florida da	onuto	coalled "the Company").					
For	and in a	consideration of the mate	of community and in		SESSETH spressed howin, the Compa	my and the Customer ag	rec sa followe
T.	be mo and as be mo	aptible Standby and Sup dided from time to time goes that, whenever sofe	pleasantal Service- by the Florada Pail reace is made in the . A copy of the Co	Schedule IS the Service to Agreemen	o take efectric service subject.  ST-1 (heroinether colled "S Commission theorinather of it to Schuhde DST-1, both esently approved Schudule	chechdie ISST-1") as or died the "Commission" parties artend to refer	strently approved or as me ). The Carterior understand to Schedule ISST-1 as it me
2.					T-1 may be modified or or - Turns and Conditions		
3.	The C	Sulcense agrees to the fid	lowing fix purpose	of applying	g Schodule BST-1 to Comp	nany supplied service:	
	- 1	he initial Contract Stand se Clartosser's generation a the event of secondage of ot exceed the Clartosser's	f the Continuer's a	anastica vo	mount of Customer's load v	which would not have to kw. The initial Co.	f Customer's load served by the compactive the Compactive Standby Detroined sha
		5550 Peo venero			eet seriouset of Chatomer lo omer's generation	and surved by the	
		Contract Stee	fley Denund =		MINUS		
		15771000,0000	og tressen	have of a	out of Customer's load of to be served by the Count is outage of the Custom ment	outy in the event	
	40		month period loss	the mount	the managem load actual specified above as Poston seration openpared.		
	57	Contract St	edy Dean my	y be needed	dished to allow for the folio	rwing adjornments	
	3	Demond reductions FPL or Pressure changes	residing from the	untillation	FPL Domind Side Minage of ofter permanent and qua- t in a permanent loss of cla pon verification by FPL.	unifolds efficiency me	шин, ирок +miñadion b
	jei Re	ned following the Cart	onser's weither req a Contract Standby	pest or the Dominal n	e higher of the actual Cine prior Contract Standby D my he processed up to twis in installed imphases.	sensed minor for cal	culated domand reduction
		he amount of load which quipment	would not have to	be second b	y the Company in the ever	et of an estage of the C	iutomer's geruration
	0	Most be demonstrate	to the Company's	ntelation	when initially artificient		
			W	A	s Short No. 9.921)		

Issued by: S. F. Romig, Director, Rates and Tariffs Effective: December 7, 2006

Third Revised Sheet No. 9.921 Cancels Second Revised Sheet No. 9.921

(Continued then Short No. 9-920)

- ii) Is subject to periodic verification by the Customer upon request by the Company. If the Customer fails to confirm that the load not served by the Company is equal to that set forth is 2(s), thus, at the option of the Company, the load set forth in 2(s) will be adjusted in the current and subsequent billing moretis to the level which was demonstrated.

- 5. The Customer will allow the Company to make all necessary arrangements to maker (1) the amounts of demand and energy supplied by the Company, (2) the garen demand and energy output of the Customer's generation opaquement to the load served by the Customer and, if the Customer is intercommented and operating electric generating equipment as parallel with the Customer's system, (3) the capacity and energy supplied to the Company's system; the Customer's generation equipment. The Company shall provide and the Customer shall be imprired to just the installation, operation and maintainance costs increased by the Company for the material equipment required in (2) and (3) described above. The Company shall enter overentlep of all naturing equipment.

Where the Customer and the Company agree that the Customer's service requirements are totally stundby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and samply contact of the Customer's generation opagement perceited that where only standay vervice is taken, (1) the Customer and the Company agree to the maximum amount of standby service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is incomeny to permit analysis and reporting of the load and usage characteristics of service provided pursuant to Schedule SST-1.

- 6. Prior to the Customer's pseudy of service under Schodale ISST-1 the Customer must provide the Company moves to import any and all of the Customer's enterruptible equipment, and must also have received approved from the Company that and equipment is satisfactory to interrupt the Customer's local. The Customer shall be expectable for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the equipment. The Customer shall be expectable for maintaining the Customer's interruptible equipment and shall provide the Company accurs at any examinist time to major the condition of the equipment for purposes of determining whether the interruptible equipment is interfactory to interrupt the Customer's microglible local is a expressly understood that the initial approval and later improtocous by the Company are not for the purpose of, and are not to be inhed upon by the Customer for, determining whether the interruptible equipment has been adequately maintained or in in compliance with any applicable electrical code standards or legal requirements.
- T. Upon completion of the installation of the interruptible equipment, a test of this equipment will be conducted at a time and data mutually approache to the Company and the Castomer. The test will consist of a period of interruption of not less than one hour. Effective spoo the completion of the testing of the interruptible equipment, the Customer will agree to a "Firm Standby Demand". Service under Scheckle ISS1-1 minute commence prior to the seccentral empletion of the test.
- 8. In order to minimize the frequency and district of uncompliant under Schedule ISST-1, the Company will attempt to obtain managed avoidable additional capacity under energy under the Community of Service Personsies in Schedule ISST-1. The Company's obligation is this togeth is no different than its obligation in general to purchase power to serve its Customers during a capacity district, on other words, the Company is not obligated to account for or otherwise reflect in its generation and transmission planning and construction the possibility of providing exposity and/or energy under the Continuity of Service Provision. Continues records provide under Schedule ISST-1 may elsel to continue taking service under the Continuity of Service Provision and it will be provided only if such capacity and/or energy can be obtained by the Company's and can be transmitted and distributed to non-firm Customers welfout any impairment of the Company's system or service to other firm Customers. The Customer glagate is continue taking nervices under the Company's system or service. The Customer may constructed the election specified affects by providing written notice to the Company parameter to the guidelines and forth in Schedule ISST-1. The Company's obligations under the paragraph 8 are subject to the terms and conditions specifiedly set Sorts in Schedule ISST-1. The Company's obligations under the paragraph 8 are subject to the terms and conditions specifiedly set Sorts in Schedule ISST-1.
- The Casterner agrees to be suppossible for the determination that all electrical equipment to be interrupted in in good sepair and working condition. The Company shall not be responsible for the requir, maintenance of replacement of the Contonest's equipment.
- 10. (a) Customers dening to operate any electric generating equipment in parallel with the Company's system shall be responsible for providing the Company with the necessary information for the evolution of such interconnected operation. In the event that the generating facility or facilities morely) the criteria for "qualifying facility status contained in Rule 25-17-080, F.A.C., then the parties' interconnectem agreement entered in accordance with Rule 25-17-087, F.A.C. shall govern all aspects of interconnected operations. The Company shall not be required to perate the parallel operation of any generating equipment that does not neset qualifying facility status criteria.

(Continued on Short No. 9 922)

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

Effective: December 7, 2006

Sixth Revised Sheet No. 9.922 Cancels Fifth Revised Sheet No. 9.922

#### (Continued from Short No. 9.921).

- (b) The Customer shall be responsible for costs associated with interconnection equipment used to operate the generating facility either in parallel with the Company's system as specified in the interconnection agreement, or in isolation from the Company's system, including, but not limited to, responsibility for the cost associated with modifying, providing, operating, replacing, maintaining and removing all necessary lines, substations, transformers, switching and protective facilities and other equipment accessary to utilize the electric service delivered beganning.
- (c) Any arrangement for power deliveries by the Customer into the Company's system shall be the susponsibility of the Customer, the Company shall prosess and evaluate each request on a case-by-case basis. The Company shall not be requestable for accepting such deliveries of power values the Customer has expected into an interconnection agreement.
- 11. When the Customer's power supply is to be opicated at any time in purallel with the Company's electric system, the Customer shall be responsible for ensuring safeguards, which are considered adequate by the Company, to the Company's system including but not limited to the Company's customers, personnel and epispenent Subject to section 2.7 Indomity to Company, or section 2.71 Indomity to Company Governmental, FPL's General Rules and Regulations, the Customer shall indennily and save the Company harmless from my and all claims, costs, or expense for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by or multing from:
  - (a) Any act or omission by the Castoner, or Customer's contraction, subcontraction, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's restaur.
  - (b) Any defect in, failure of, or fault related to the Cortomer's generation system;
  - (c) The Customer's negligence or negligence of the Customer's contractors, subcommotors agents, servants and employees or,
  - (d) Any other event or act that is the result of, or proximately cossed by, the Customer's facility.
- 1.2. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall deliver to the Company, at least fifteen days prior to the start of any interconnection construction, a certified copy or deplicate original of a liability insurance policy issued by a methadly acceptable insurance company authorized to do business in the State of Florida. Subject to section 2.7 Indomenty to Company, or section 2.71 Indomenty to Company. Governmental, FPL's General Rufes and Regulations, this policy shall jointly protect and indomenty the Customer and the Company, its officers, employees, and representatives against all liability and expense as a result of claims and suits for injuries or damages to persons or property uniting out of the interconnection with the Customer, or caused by operation of any of the Customer's equipment or by the Customer's failure to maintain its facility's equipment in entirifactory and sufe operating condition.

The policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than 5. for each occurrence. Governmental entities authorized under Florida or federal law to be self-insured, in less of providing evidence of adequate commercial insurance, how the option of providing to the Company evidence that the applicant has antiblished an adequate self-insurance plan is cover the obligations of instructions referenced herein, and shall, upon request, provide such other information as the Company may down necessary and relevant. In addition, the above required policy or self-insurance plan, if applicable, shall be endorsed with a processor whereby the namenage energy agreemental entity day in the free tive data of cancellation or material change in the prolicy or plan.

In addition to the minimum coverage outlined above, the various commercial general liability insurance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or information regarding the self-insurance plan, evaluable for inspection by FPL's Mask Management Department within 6ffeon (15) days of a request therefore. Any inspection of such plans or policies shall not obligate FPL, to advise the Customer of any deficiencies in such plans or policies, and such impection shall not relieve the Customer from, or be deemed a waiver of, FPL's right to involve on sinct fulfillment of the Customer's obligations hereunder.

The Controver shall pay all premiums and other charges due on each policy and long each policy in force during the entire period of interconnection with the Company

- 14. If the Customer to larger visites to receive any type of electric service than Company, the Customer may terminate this Agreement by giving thirty (90) days advance written notice to the Company.

(Continued on Short No. 9.923)

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

Effective: July 1, 2006

Fifth Revised Sheet No. 9.923 Cancels Fourth Revised Sheet No. 9.923

(Continued from Sheet No. 9.922)

- 15. If the Customer has entered into a contractual agreement to self firm capacity and energy from the Customer's generation to the Company, and the Customer caused restart its generation equipment without power supplied by the Company, the Customer must receive Standby and Supplemental Service under the Company's Schedule SST-1.
- 16. The Company may termined this Agreement et any time of the Costoner fails to comply with the terms and conditions of Schedule ISST-1 or this Agreement. Prior to any such termination, the Company shall notify the Customer at least mostly (90) days in advance and describe the Customer's failure to comply. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the mouthly billing under the Schedule ISST-1, bill the Customer under the otherwise applicable farm service rate schedule and apply the intelling and penalty provisions enumerated under TERM OF SERVICE in Schedule ISST-1.
- 17. A new Interruptible Standby and Supplemental Service Agreement may be executed (1) in the event there is an increase in the Customer's generating capacity prior to the end of this Agreement or (2) it is mutually agreed between the Conquery and the Customer.
- .18 The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of an asternaption of electric service pursuant to the terms of Schedule ISST-1 by remote control or otherwise.
- 19. This agreement may not be assigned by the Customer without the prior written consent of the Company.
- 20. All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mult to the parties designated below. The parties designate the following to be notified or to where payment shall be sent until such time as either party furnished the other party written instructions to contact another individual.
- 21. This Agreement supersedus all previous agreements or representations, either written, vorbal, or otherwise between the Customer and the Company other than an interconnection agreement, with respect to Interruptible Standby and/or Supplemental Service and the matters contained herein and constitutes the entire Agreement between the parties. In the event of a conflict between this agreement and an interconnection agreement, the interconnection agreement shall prevail.
- This Agreement is subject to the Company's effective "General Bules and Regulations for Electric Service" and the Rules
  of the Florida Public Service Commission.

IN WITNESS WHEREOF the Customer and the Company have caused this Agreement to be executed by their duly authorized officers as of the day and year set above.

Customer (Frint or type name of Organization)	FLORIDA POWER & LIGHT COMPAN
By Signature (Authorized Representative)	By(Signature)
(Print or typenume)	(Frint or typename)
Tirte	Title

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

Effective: July 1, 2006

Sixth Revised Sheet No. 9.930 Cancels Fifth Revised Sheet No. 9.930

#### MEDICALLY ESSENTIAL SERVICE - TERMS AND CONDITIONS

In order for Florida Power & Light Company to determine whether a customer is eligible for designation as a Medically Essential Service ("MES") Customer, Part A must be completed and signed by the Customer and the Patient or Guardian (if other than the Customer). Part B is to be completed by the Patient's physician and the entire form consisting of both Part A and Part B returned directly to FPL.

To the best of my knowledge and belief, the Patient identified in Part A of the application is medically dependent on electric-powered equipment that must be operated continuously or as circumstances require as specified by the Patient's physician to avoid the loss of life or immediate hospitalization. The Patient is a permanent resident at the Service Address identified above. I agree to notify FPL when this equipment is no longer in use. FPL has fully explained how my account will be handled regarding any collection action due to non-payment of the bill. I understand that FPL does not guarantee uninterrupted service or assign a priority status to my account for service restoration during outages. I understand that I must be prepared with backup medical equipment and/or power and a planned course of action in the event of prolonged outages. I agree that FPL, upon request of federal, state, or local governmental authorities whose duties or functions include emergency response or disaster relief or prevention, or private entities authorized by congressional charter to assist in disaster relief efforts, may disclose to such requesting entity the following MES information: the MES Customer name and service address. However, I also understand that FPL may not receive any such requests for this MES information and that FPL has no obligation to release this MES information to any such entity. In order to be excluded from the disclosure by FPL of the MES information on this form, I must contact FPL to request a Notice of Exclusion From Disclosure. The Notice of Exclusion From Disclosure must be returned to FPL, as provided with the Notice of Exclusion From Disclosure, and will be effective upon FPL's receipt of such properly completed Notice. If I wish to ensure that the MES and/or any additional information regarding the Patient's condition is furnished to any such entity, I will contact the relevant authorities and provide the MES and/or additional information myself. I agree to hold FPL harmless from any claim based on or related to the disclosure of my information by or to FPL, or any failure of FPL to disclose the MES information whether advertent or inadvertent and whether or not the MES information was requested.

WARNING - PART A - CUSTOMER APPLICATION: Knowingly making a false or minleading statement in completing the Customer Application could result in the denial or termination of the medically essential service certification.

This certificate shall be deemed valid for a period of twelve (12) months form the date the certificate is accepted by FPL for purposes of determining that a customer qualifies as a Medically Essential Service Customer within the meaning of Section 1.65 of the Company's General Rules and Regulations for Electric Service, or that such designation should be renewed. FPL reserves the right to verify the accuracy of the information provided on this Physician's Certificate.

(continued on sheet No. 9 931)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: May 17, 2018

First Revised Sheet No. 9.931 Cancels Original Sheet No. 9.931

PA	RT A: CUSTOMER APPLICATION
FPL Account No.:	
Oustomer Name:	
Service Address:	
City, State, Zip	-
-77	( )ind/or( )
Name of Patient Using Equipment	Pittient's Physician
	Lagree to Terms and Conditions
Solomer Signature	Date
Atlant Guardian Signature	Date
PA	RT B: PHYSICIAN'S CERTIFICATE
'hysician's Name:	_Physician's License #:
"hysician's Address:	
(Name of phys State of Florids, hereby certify that	
othe resides at	[Name of patient]
ello resides al	[Patient's place of residence]
	sl with me within the past 12 months, and depends upon electric-powered crated continuously or as circumstances require in order to avoid the loss of tions.
is under my care, amfor has consulte equipment as follows that must be ope his/her life or serious mediculcomplica	
rquipment as follows that must be openis/her life or serious medicul complica  The patient uses this equipmenthour why, in my opinion, this patient needs the	continuous or specified use of this equipment.
requipment as follows that must be openis/her life or serious mediculcomplical life.  The patient uses this equipmenthour why, in my opinion, this patient needs the	in within each twenty-four (24) hour period. The following medical condition is

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: May 17, 2018

Original Sheet No. 9.932

		d/or a different FPL Acc	
-4500e	MEDICALLY ES	R & LIGHT COMPAN SSENTIAL SERVICE ION FROM DISCLO	Mile Sentence of
Dec	FPLA	occurri No.:	
Customer Name:	JPL OU	stomer Number:	
Service Address:		V-0-0-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	
City, State, Zip:			
Daytime Area Code & Telepho Name of Patient Using Equipm	one Nos.: ( )	and/or ( )	
direct FPL NOT TO DI	SCLOSE such info	rmation relative to the at because of my directive	ster relief efforts. I hereby FPL Customer Number to FPL such requesting
my electric service speci ensure that information service is furnished to a information myself. I agri lack of disclosure of m result of this tack of di- response or disaster re-	fied above unless ar regarding the medi- any such entity, I wi- ee to hold FPL harr- ey information inclu- sclosure to such re- filef or prevention.	nd until it is specifically posity essential service do ill contact the relevant a ruless from any claim building any personal injur	rovided by me. If I wish to esignation for this electric athorities and provide the used on or related to the y or harm that may be
my electric service speci ensure that information service is furnished to a information myself. I agri lack of disclosure of m result of this lack of di-	fied above unless ar regarding the medi- any such entity, I wi- ee to hold FPL harr- ey information inclu- sclosure to such re- filef or prevention.	nd until it is specifically posity essential service di il contact the relevant a riless from any claim building any personal injuri equesting entitles for the	royided by me. If I wish to esignation for this electric uthorities and provide the used on or related to the y or harm that may be e purpose of emergence
my electric service speci ensure that information service is furnished to a information myself. I agni lack of disclosure of m result of this tack of di- response or disaster re-	fied above unless ar regarding the medi- any such entity. I we ee to hold FPL harr- ey information inclu- sclosure to such re- filef or prevention.	nd until it is specifically posity essential service di contact the relevant a riless from any claim building any personal injuriquesting entities for the	rovided by me. If I wish to esignation for this electric uthorities and provide the used on or related to the y or harm that may be a e purpose of emergency

Issaed by: S. E. Romig, Director, Rates and Turiffs Effective: June 29, 2004

Second Revised Sheet No. 9.946 Cancels First Sheet No. 9.946

#### FLORIDA POWER & LIGHT COMPANY

# PERFORMANCE GUARANTY AGREEMENT This Performance (Buaranty Agreement ("Agreement"), made this 20 , is by and between (hereinafter "Applicant") and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, (hereinafter the "Company"). WITNESSETIE Whereas, in connection with the property located at "Florida (the "Premises"). Applicant has requested that Company install electric infrastructure in order to provide electric service to the Premises, Whereas, Applicant's estimate of the electric power needs of the Premises will require an expansion of Company's present electric system and, due to their nature, location, voltage, or other characteristics, the requested facilities are not. likely to be required by other customers within five years following the requested date for the proposed system expansion. Whereas, because of the uncertainty that Company will fully recover its investment in such infrastructure expansion should the Customer's projected load not materialize and the need to avoid placing the burden for those costs on Company's other customers; and Whereas, Applicant is willing to provide assurance that Company will recover its investment in the expansion of Company's electric system based on Applicant's projections in the event that sufficient revenue from service to the Premises is not realized. Now, therefore, in recognition of the foregoing premises and in consideration of the covenants and promises set forth herein below, Company and Applicant do hereby agree as follows: ARTICLE I - DEFINITIONS "Base Revenue" is the portion of electric revenue received by Company during the Performance Gusranty Period for electric service to the Premises consisting only of applicable base domand charges, base non-fuel energy charges, and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity payment, customer, conservation, environmental, and fuel charges, franchise fees, and toxes. "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the fourth annoversary of the In-Service Date ("Expiration Date"). ARTICLE II - PERFORMANCE GUARANTY AMOUNT The amount of the Performence Guaranty is the total cost of facilities to be installed to serve the Premises, as estimated by Company, loss the emount of Contribution In Aid of Construction peed, if any, by the Applicant pursuant to Company's General Rules and Regulations for Electric Service. (Continued on Sheet No. 9.947)

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

Effective: May 20, 2009

First Revised Sheet No. 9.947 Cancels Original Sheet No. 9.947

#### (Continued from Sheet No. 9.946)

Estimated total cost of facilities to be installed to serve the Premises
 Contribution In Aid of Construction (CIAC) paid by Applicant
 Performance Guaranty

The Applicant shall provide the above specified Performance Guaranty to Company prior to Company installing the facilities to ensure that the Base Revenue justifies Company's investment.

- 2.2 This Agreement does not apply in lieu of CIAC. Nothing in this Agreement shall be construed as prohibiting. Company from collecting from Applicant a CIAC for underground service, where otherwise applicable.
- 2.5 The facilities to be installed to serve the Premises, together with their estimated costs, are shown on Exhibit A of this Agreement.

#### ARTICLE III - PAYMENT AND REFUND

- 3.1 At Applicant's option, the Performance Guaranty may be posted with Company in cash, or may be secured either by a surety bond or irrevocable bank letter of credit in a form acceptable to Company. At the end of Performance Guaranty Period, or upon termination of service by Applicant, whichever is earlier, if the Base Revenue is less than the Performance Guaranty, Applicant shall pay to Company the Performance Guaranty, less the amount of Base Revenue.
- 3.2 If, during the Performance Guaranty Period, Base Revenue equals or exceeds the Performance Guaranty and Applicant secured the Performance Guaranty through a sarety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or cancelled, or the amount secured by such instrument shall be reduced by the amount of the Performance Guaranty, as applicable.
- 3.3 If the Applicant elects to post the Performance Guaranty in cash, the Company agrees on a monthly basis to reduce the Performance Guaranty cash balance by the amount of the previous month's Base Revenue charges and credit the same amount to Applicant's previous monthly electric service billing, until such time the Performance Guaranty cash balance is depleted.
- 3.4 In the event that Company's construction of facilities shown on Exhibit A commences but is not completed due to a change in Applicant's plans or other circumstances related to the Premises that are not within Company's control, or if twelve months following the offective date of this Agreement Company has been unable to complete the requested installation and provide an In-Service Date due to changes or delays in Applicant's schedule or plans, Company shall be immediately entitled to an amount of the Performance Guaranty equal to Company's construction expenditures incurred in connection with this Agreement. Thereafter, Company may elect to terminate this Agreement and the balance, if any, of the Performance Guaranty will be refunded if Applicant posted a cash Performance Guaranty.

#### ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall commence on the date first above written and end on the Expiration Date, or on the date Base Revenue equals the Performance Guaranty, whichever is earlier, unless terminated earlier pursuant to Section 3.04.

(Continued on Sheet No. 9.948)

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

Effective: May 20, 2009

Original Sheet No. 9.948

(Continued from Sheet No. 9.947)

#### ARTICLE V - FINAL SETTLEMENT.

Upon the termination or expiration of this Agreement, any portion of the Performance Guaranty not previously refunded or otherwise eligible for refund under the terms of this Agreement shall be retained by Company, and any remaining balance of the Performance Guaranty that is subject to a letter of credit or surety bond shall become immediately due and payable.

#### ARTICLE VI - TITLE AND OWNERSHIP

Title to and complete ownership and control over the above-referenced expansion shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

#### ARTICLE VII - ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, or representations, whether written or oral, between Company and Applicant, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties hereto.

#### ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Applicant shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.

#### ARTICLE IX - SUBJECT TO FPSCRULES

This Agreement is subject to the Rules and Orders of the FPSC and to Company's Electric Tariff, including, but not limited to the General Rules and Regulations for Electric Service (collectively "Regulations"), as such Regulations 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 Regulations, the provisions of said Regulations shall control, as they are now written, or as they may be hereafter revised, amended or supplemented, and, at Company's request, Customer agrees to conform this Agreement to such provisions, or enter into a new Agreement reflecting such provisions. This Agreement shall not be used in lieu of applicable requirements set forth in the Regulations pertaining to contributions in aid of construction, advances or deposits.

In Witness Whereof, Applicant and Company hereby have 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.

Applicant (Print/Type Name of Organization)	FLORIDA POWER & LIGHT COMPANY
By Signature (Authorized Representative)	By Signature (Authorized Representative
(Frint or Type Name)	(Print or Type Name)
Diffe:	

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

Effective: March 30, 2004

Third Revised Sheet No. 9.950 Cancels Second Revised Sheet No. 9.950

	This	Perf	opmance	Guaranty day	Agreemen of		20	The second secon	ry and	ent"), made this between UDA POWER &
	T COMpany")	PAN	, a corp	oration org	anized and c					Is, (hereinafter the
					W	ITNES	SETH			
infrael		Deligion .		, Florida	property loc (the "Premi- ervice to the	sen"), /	Applicant hi	n requested	that Comp	, in
preser Premi	t electri									unsion of Company' ry for service to the
	ves, Car	ubano.	may not							power needs of the stentially hurdening
Comp mater	any's al									in the expansion of e Premises does no
set for					of the forego plicant do he				n of the cove	mants and promise
					ARTICL	E1-D	EFINITION	s		
applie	ting on able B	ly of use Re	applicable	e base den cludes, wit	and charges	, base i	non-fuel ene	rgy charges,	and facilitie	rice to the Premise is rental charges, i environmental, and
Capac	that Co	ompani defino	attribut I in Sect	es to Basels ion 1, 3) by	ne Capacity. The base de	Baselin mond c	e Base Reve harge and a	mue is calcul dding to that	sted by mult amount the	rformance Guaranty splying the Baselins product of Baselins energy charge.
reques and/or	facilitie ted; or	s ready (b) the facility	and ava amount or build	ulable to pr of capacity	ovide electri- necessary to	e service provide	e to the Pro	mines albeit a more typica	t a lower le	ere Company has to red of capacity that d given the location le to provide electri-

Third Revised Short No. 9.951 Cancels Second Revised Sheet No. 9.951

(Continued from Sheet No. 9,950)

- 1.4 "Incremental Base Revenue" is actual Base Revenue received during the Performance Guaranty Period for electric service rendered to the Premises in excess of Baseline Base Revenue.
- 1.5 "Incremental Capacity," as determined by Company, is the positive difference, if any, between Baseline Capacity and the amount of capacity (measured in kW) necessary to meet Applicant's projections of electric load at the Premises.
- 1.6 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Corresely, ("In-Service Date"), and ending on the third auniversary of the In-Service Date ("Expiration Date").

#### ARTICLE II - PERFORMANCE GUARANTY AMOUNT

2.1 For purposes of this Agreement, the derivation of Incremental Capacity is shown in the following table:

Incremental Capacity (3.)	Existing Structure (2)	New Structure (3)	Total Structure (2)+(3)
a. Square Footage			
b. Requested watts sq fl.	end koormonyo		announced to
c. Baseline Capacity wattiving fi			
d. Requested Capacity (in kW) (a * 6 / 1000)			
e. Baseline Capacity (in kW) (a * c / 1000)			
f. Incremental Capacity (in kW) (d - e)			

2.2 The amount of the Performance Guaranty is the cost, as determined by Company, of the Incremental Capacity multiplied by a factor of 1.52. The cost of the Incremental Capacity is the positive difference, if any, between Company's estimated cost of providing the requested level of capacity and Baseline Capacity. Applicant agrees to provide Company a Performance Guaranty in the amount specified in the table below prior to Company installing the facilities necessary to provide the Incremental Capacity to serve the Premises.

Performance Guaranty (1)	Existing Structure (2)	New Structure (3)	Total Structure (2 + 3)
a. Cost of requested capacity	100000		
b. Cost of Baseline Capacity	-0-		
c. Incremental cost (n - b)			
d. Present value factor	1.37	1.37	1.37
e. Performance Guaranty (c *d)			

(Continued on Sheet No. 9-952)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Third Revised Sheet No. 9.952 Cancels Second Revised Sheet No. 9.952

(Continued from Sheet No. 9.951)

#### ARTICLE III - PAYMENT AND REFUND

- 3.1 At Applicant's option, the Performance Quaranty may be posted with Company in cash, or may be secured either by a surety bond or irrevocable bank letter of credit in a form acceptable to Company. At the end of Performance Guaranty Period, or upon termination of service by Applicant, whichever is earlier, if the Incremental Base Revenue is less than the Performance Guaranty. Applicant shall pay to Company the Performance Guaranty, less the amount of Incremental Base Revenue.
- 3.2 If, during the Performance Guaranty Period, Incremental Base Revenue equals or exceeds the Performance Guaranty and Applicant secured the Performance Guaranty through a surety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or cancelled, or the amount secured by such instrument shall be reduced by the amount of the Performance Guaranty, as applicable.
- 3.3 If the Applicant elects to post the Performance Guaranty in cash, the Company agrees on a monthly basis to reduce the Performance Guaranty cash balance by the amount of the previous month's Incremental Base Revenue charges and credit the same amount to Applicant's previous monthly electric service billing, until such time the Performance Guaranty cash balance is depleted.
- 3.4 In the event that Company's construction of facilities shown on Exhibit A commences but is not completed due to a change in Applicant's plans or other circumstances related to the Premises that are not within Company's control, or if twelve months fullowing the effective date of this Agreement Company has been unable to complete the requested installation and provide an In-Service Date due to changes or delays in Applicant's schedule or plans, Company like installation and provide at a minimal provide to an amount of the Performance Quantity equal to Company's construction expenditures incurred in connection with this Agreement. Thereafter, Company may elect to terminate this Agreement and the balance; if any, of the Performance Guaranty will be refunded if Applicant posted a cash Performance Guaranty.

#### ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall commence on the date first above written and end on the Expiration Date, or on the date Incremental Base Revenue equals the Performance Guaranty, whichever is earlier, unless terminated earlier pursuant to Section 3-4

#### ARTICLE V - FINAL SETTLEMENT

Upon the termination or exparation of this Agreement, any portion of the Performance Guaranty not previously refunded or otherwise eligible for setund under the terms of this Agreement shall be retained by Company, and any remaining balance of the Performance Guaranty that is subject to a letter of credit or surety bond shall become immediately due and payable.

#### ARTICLE VI - TITLE AND OWNERSHIP

Title to and complete ownership and control over the above-referenced expansion shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

#### ARTICLE VII - ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, or expresentations, whether written or oral, between Company and Applicant, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties herein

(Continued on Sheet No. 9.953).

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Charges and Terms Accepted by:

First Revised Sheet No. 9.953 Cancels Original Sheet No. 9.953

(Continued from Sheet No. 9.952)

#### ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Applicant shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.

#### ARTICLE IX - SUBJECT TO FPSCRULES

This Agreement is subject to the Rules and Orders of the FPSC and to FPL's Electric Tariff, including, but not limited to the General Rules and Regulations for Electric Service (collectively "Regulations"), as such Regulations 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 Regulations, the provisions of said Regulations shall control, as they are now written, or as they may be hereafter revised, amended or supplemented, and, at Company's request, Customer agrees to conform this Agreement to such provisions, or enter into a new Agreement reflecting such provisions. This Agreement shall not be used in lieu of applicable requirements set forth in the Regulations pertaining to contributions in aid of construction, advances or deposits.

In Witness Whereof, Applicant and Company hereby have 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.

Applicant (Print/Type Name of Organization)

By:
Signature (Authorized Representative)

By:
Signature (Authorized Representative)

(Print or Type Name)

(Print or Type Name)

Title:

Title:

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

Effective: March 7, 2003

Twelfth Revised Sheet No. 10.001 Cancels Eleventh Revised Sheet No. 10.001

## INDEX OF CONTRACTS AND AGREEMENTS

	Sheet No.
Contract Provisions - Various	10.010
Distribution Substation Facilities Monthly Rental and Termination Factors	10.015
Schedule CDG-1, As Available Energy	10:100
Schedule COG-3, Purchases of Power During Generation Capacity Alerta	10.150
Schedule QS-2, Firm Capacity and Energy	10,300

Issued by: S. E. Romig, Director, Rates and Turiffs Effective: August 27, 2015

Seventeenth Revised Sheet No. 10.010 Cancels Sixteenth Revised Sheet No. 10.010

#### CONTRACT PROVISIONS - VARIOUS

FACILITIES RENTAL SERVICE. When required by the Customer, the Company may, at its option, provide and maintain transformers and other facilities which are required by the Customer beyond the Point of Delivery or which are needed because the Customer requires traumal facilities due to the nature of his equipment. The Company shall not be required to irotall facilities if they cannot be economically justified. The charge for this service is based on the agreed installed cost of such facilities.

Upon mattai agreement between the Company and the Customer, the Customer may elect to make either a lump sum payment or pay a mantifuly charge. The mouthly charge shall recover 17% per year of the agreed installed cost of such facilities. Those Customers electing to make a lump sum payment shall have the option of either including the cost of maintenance in a lump sum or paying a separate monthly maintenance charge. If the Customer elects to pay for the maintenance in the lump sum, the amount will be based on the animated cost of maintenance over the term of the contract.

Those customers rating electric facilities from the Company, subsequent to a change in the Facilities Rental. Service sharps and upon restrict agreement, may continue to receive electrical service under one of the following options: 1) continue the rental facilities by payment based on the revised charge, 2) purchase or lease the facilities from another source, or 4) redesign its operation to receive standard electric service from the Company.

MUNICIPAL FERE PUMP DEMANDS. Demands caused by the operation of municipal fire pumps are waived whenever the pumps are used in emergencies for the pumpose of estinguishing fires, or when the pumps are operated for testing pumposes provided the time of the fest is mutually agreed upon be for eleund.

SECONDARY METERING ADJUSTMENT. Where the rate schedule provides for delivery of service at primary voltage and it is necessary or desirable to meter at secondary voltage, the readings of Company's meters are occrected to confiam to the voltage of delivery by adding 2% to the domain indications and 2% to the lowh registrations.

UNMETERED SERVICE. In some encummances, the installation of a meter is difficult, impracticable, or not warranted by the natural of the load to be served. In each cases the Company may cleet to estimate the demand and energy requirements and calculate the bill on these estimated values.

NET METERING OF CUSTOMER-OWNED RENEWABLE DENERATION. For Customers with renewable generation equipment up to a maximum of 2 MW that have executed an Interconnection Agreement for Customer-Owned Renewable Generation with the Company, the following billing parameters will apply:

The customer will be charged for electricity used in excess of the generation supplied by customer-owned renewable generation in accordance with the Company's normal billing practices. If any excess customer-owned renewable generation is delivered to the Company's electric grid during the course of a billing cycle, it will be credited to the customer's energy consumption for the next month's billing cycle.

All excess energy credits will be accumulated and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. In the last billing cycle month of each calendar year, any usused credits for excess kWh generated will be credited to the next month's billing cycle using the average annual rate based on the Company's COG-1, As-Available Energy Tariff. In the event a customer closes the account, any of the customer's unused credits for excess kWh generated will be paid to the customer at an average annual rate based on the Company's COG-1, As-Available Energy Tariff.

Regardless of whether excess energy is delivered to the Company's electric grid, the customer will be required to pay the greater of 1. the minimum charge as stated in their applicable rate schedule, or 2. the applicable base charge plus the applicable demand charge for the maximum measured demand during the billing period is accordance with the provisions of their applicable rate schedule. Any charges for electricity used by the customer in excess of the generation supplied by customer-owned renewable generation will be in accordance with their applicable rate schedule. The Customer's eligibility to take service under time of use rates is not affected by this provision. Additionally, the customer, at their sole discretion, may choose to take service under the Company's staralby or supplemental service rate, if available.

Issued by: Tiffuny Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Ninth Revised Sheet No. 10.015 Cancels Eighth Revised Sheet 10.015

#### Appendix A

#### Distribution Substation Facilities Monthly Rental and Termination Factors

The Monthly Rental Factor to be applied to the in-place value of the Distribution Substation Facilities as identified in the Long-Term Rental Agreement is as follows:

#### Monthly Rental Factor

Distribution Substation Facilities

1.17%

#### Termination Fee for Initial 20 Year Period

If the Long-Term Rental Agreement for Distribution Substation Facilities is terminated by Customer during the Initial Term, Customer shall pay to Company a Termination Fee, such fee shall be computed by applying the following Termination Factors to the in-place value of the Facilities based on the year in which the Agreement is terminated:

Year Agreement Is Terminated	Termination Factors %	Year Agreement Is Terminated	Termination Factors %	Year Agreement Is Terminated	Factors %
10	2.31	8	7.95	15	4.39
2	4.16	9	7.78	16	3.57
3	5.57	10	7.47	17	2.72
4	6.60	11	7.03	18	1.83
5	7.31	12	6.49	19	0.92
0	7.74	13	5.86	20	0.00
7	7.94	14	5.15		

#### Termination Fee for Subsequent Extension Periods

If the Long-Term Rental Agreement for Distribution Substation Facilities is terminated by Customer during an Extension, Customer shall pay to Company a Termination Fee, such fee shall be computed based on the netpresent value of the remaining payments under the extension period by applying the Termination Factor based on the month terminated to the monthly rental payment.

Month:	Termination	Month	Termination	Month	Temmunon	Month	Termination
Terminated	Eactor	Terminated	Factor	Temputed	English	Terminated	Easter
1	50.394	16	39.469	31	27.497	46	14.378
2	49.69T	17	38,705	3/2	26.660	47	13.460
3	48.995	8-1	37.936	33	25.817	48	12,536
4	48.288	19	37.162	34	24.999	49	11.666
5	47.578	20	36.383	35	24555	56	170,02
6	46.869	21	35,600	36	23.257	51.	0.731
7	46,144	22	34.812	37.	22.393	52	0.784
8	45.420	23	34.039	38	21.524	53	7.832
.9	44.692	24	33.221	39	26.650	54	6.874
10	43.960	25	32.418	40	19,770	55	5.909
11	43.223	26	31.611	41.	18.885	56	4.940
12	48.481	27	90,798	42	17,995	57	3.964
13	41.735	28	29.980	43	17,000	58	2.982
14	40.985	29	29.158	44	16.197	59	1.994
1.5	40.220	30	28.330	45	15.290	60	1.000

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fourth Revised Sheet No. 10.100 Cancels Third Revised Sheet No. 10.100

#### STANDARD RATE FOR PURCHASE OF AS AVAILABLE ENERGY FROM QUALIFYING COGENERATION AND SMALL POWER PRODUCTION FACILITIES (QUALIFYING FACILITIES)

#### SCHEDULE

COG-1, As-Available Energy

#### AVAILABLE

The Company will purchase energy offered by any Qualifying Facility located within the State of Florida under the provisions of this solutide or at contract regardated rates as approved by the Florida Public Service Commission.

#### APPLICABLE

To any cogeneration or small power production Qualifying Facility located within the State of Florida producing energy for sale to the Company on an As-Available basis. As-Available Energy is described by Florida Public Service Commission (FPSC) Rule 25-17 0825, F.A.C. and is energy produced and sold by a Qualifying Facility on an hoor-by-hour basis for which commission commitments as to the time, quantity, or reliability of delivery are not required.

#### CHARACTER OF SERVICE

Further shall be, at the option of the Company, single or three phase, 60 hertz, alternating current at any available standard Company voltage.

#### LIMITATION:

All service passant to this schedule is subject to FPSC Rules 25-17.082 through 25-17.081, F.A.C.

#### RATE FOR PURCHANES BY THE COMPANY

#### A. Capacity Rates

Capacity payments to Qualifying Facilities will not be paid under this Rate Schedule. Capacity payments to Qualifying Facilities may be obtained under Rate Schedule QS-2, Firm Capacity and Energy, or pursuant to a negotiated contract.

#### H. Emergy Rates

As-Available frange is purchased at a unit cost, in cents per kilowatt-hour, based on the Company's actual hourly avoided energy costs, before the sale of interchange energy, which is calculated by the Company in accordance with FPSC Rule 25-17-0825. F.A.C. Base charges directly attributable to the purchase of As-Available finergy from the Qualifying Facility are deducted from the Qualifying Facility's total monthly energy payment.

Avoided energy costs shall be all costs which the Company avoided due to the purchase of As-Available Energy, including incremental fact, identifiable variable operation and maintenance expense and identifiable variable utility power purchases. Demonstrable Company administrative costs assured to calculate As-Available Energy cost may be deducted from As-Available Energy payments. The calculation of the Company's As-Available Energy cost reflects the delivery of energy from the region of the Company is which the Qualifying Facility is located. Energy payments to Qualifying Facilities located artificiate Company's service stress shall tellect the region in which the interchange point for the delivery of As-Available Energy is located. All sales shall be adjusted for losses from the point of necessary to the point of attentions to the point of attentions to the point of attentions of As-Available Energy cost.

#### C. Negotiated Kates

Upon agreement by both the Company and the Qualifying Faulty, an alternate contract rate for the purchase of As-Available Energy may be separately regolished.

(Continued on Sheet No. 10 101)

Issued by: Tiffany Cohen, Sculor Director, Regulatory Rates, Cost of Service and Systems

Forty-Eighth Revised Sheet No. 10.101 Cancels Forty-Seventh Revised Sheet No. 10.101

(Continued from Sheet No. 10.100)

#### ESTIMATED AS AVAILABLE AVOIDED ENERGY COST

FPE, will provide its most recent new-binding estimate of fitner AS-Available avoided cost projections within theiry days of a written request. In addition, As-Available Energy cost payments will include 0.01294/SMs for variable operation and maintenance expenses.

#### DELIVERY VOLTAGE ABJUSTMENT

The Company's setual brurby As-Available Energy costs shall be adjusted according to the delivery voltage by the following multipliers:

Delivery Voltage	Adjustment Factor
Trummesoton Voltage Entirvery	1.0000
Primary Voltage Delivery	1.0111
Secondary Voltage Delivery	1.0295

PROJECTED ANNUAL GENERATION MIX AND FUEL PRICES

FPE, s projected armial generation mix may be found on Schadules 5, 6.1 and 6.2 as FPE's Ten Your Site Plan.

(Continued on Sheet No. 10.102)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Fourth Revised Sheet No. 10.102 Cancels Third Revised Sheet No. 10.102

(Contract from Short No. 10.102)

#### METERING REQUIREMENTS

The Qualifying Facility shall be required to purchase from the Company the metering equipment necessary to measure its As-Available Energy deliveries to the Company. Unless special consumitances warrant, meters shall be read at mentally intervals on the approximate corresponding day of each meter reading period.

Hourly recording meters shall be required for Qualifying Facilities with an installed capacity of 100 followarts or more. Where the installed capacity is less than 100 kilowarts, the Qualifying Facility may select any one of the following options: (a) an hourly recording series; (b) a dual fallowart hour register time-of-day meter, or (c) a standard kilowart hour meter.

For Qualifying Facilities with honely recording moters, monthly payments for As-Available Energy shall be calculated based on the product of (1) the Company's actual As-Available Energy rate for each later during the month, and (2) the quantity of As-Available Energy sold by the Qualifying Facility during that hone.

For Qualifying Facilities with dual followath-hour register time-of-day meters, mentilely payments for As-Available Energy shall be calculated based on the product of: (1) the average of the Company's actual hourly As-Available Energy sites for the on-peak and off-peak periods during the month, and (2) the quantity of As-Available Energy sold by the Qualifying Facility during each respective period.

For Qualifying Facilities with standard kilowart-focus meters, morably payments for As-Avadable Energy shall be educated based on the product of. (1) the average of the Company's actual bourly As-Avadable Energy rate for the off-peak periods during the month, and (2) the quantity of As-Avadable Energy sold by the Qualifying Facility during the month.

For a time-of-thy meterol Qualifying Facility, the on-post hours occur Monday through Friday except beliables. April 1 – Getober 31 from 12 noon EST to 900 P.M., EST and November 1 – March 31 from 000 A.M. EST to 1000 A.M. EST and 0.00 P.M. EST to 1000 P.M. EST and hours not mentioned above and all hours of the beliablys of New Year's Ony, Memorial Day, Independence Day, Labor Day, Thursbergiving Day, and Christman Day are off-took losses.

#### BILLING OPTIONS

A Qualifying Facility, upon entiting into a contract for the sale of firm capacity and energy or prior to delivery of As-Available Energy to the Company, may elect to make either simultaneous purchases from the Company and sales to the Company, or not sales to the Company. A decision on billing methods may only be changed: 1) when a Qualifying Facility selling As-Available Energy enters into a negotiated contract of Standard Office Contract for the sole of firm capacity and energy, 2) whim a firm capacity and energy contract requires or is lawfully terminated by either the Qualifying Facility or the Company, 3) when the Qualifying Facility is selling As-Available Energy and has not changed hilling methods within the last mobile months, 4) when the election to change billing methods will not contraven the provisions of Rule 25-17.0832 or any comment between the Qualifying Facility and the Company.

If a Qualifying Facility elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days' advance written notice to the Company, 2) the installation by the Company of any additional metering equipment reasonably required to effect the change in billing and upon payment by the Qualifying Facility for each metering equipment and its installation; and 3) upon completion and approval by the Company of any alteration(s) to the interconnection reasonably required to effect the change in billing and upon payment by the Qualifying Facility for such alteration(s).

Payments due a Qualifying Facility will be made monthly, and neutrally by the twentieth business day following the end of the hilling period. A schedule showing the kilowatt-levers and by the Qualifying Facility and the applicable As-Available Energy rates at which payments are being made shall accompany the payment to the Qualifying Facility.

#### CHARGES TO QUALIFYING FACILITY

#### A. Base Charges

Monthly base charges for motor reading, billing and other applicable administrative costs as per applicable Costomer Rate Schodule.

(Continued on Short No. 10 103)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Forty-First Revised Sheet No. 10.103 Cancels Fortieth Revised Sheet No. 10.103

(Continued from Sheet No. 10 102)

#### B. Interconnection Charge for Non-Variable Utility Expenses:

The Qualifying Facility shall bear the cost required for interconnection, including the metating. The Qualifying Facility shall have the option of (i) payment in field for the interconnection needs upon completion of the interconnection facilities disclosing the time value of money during the construction) and providing a surely bond, letter of crodit or companied assurance of payment acceptable to the Company adoptate to cover the interconnection tools, (ii) payment of monthly involves from the Company for actual costs progressively assured by the Company in installing the interconnection facilities, or (iii) upon a showing of coald worthness, making could monthly installment payments over a period to longer than furty-six (36) months toward the full cost of interconnection. In the latter case, the Company shall assure interest at the rate of the furty (30) days tupled great commenced paper sate, such rate to be specified by the Company thirty (30) days prior to the date of each installment payment by the Qualifying Facility.

#### C. Interconnection Charge for Variable Utility Expenses:

The Qualifying Faculty shall be billed monthly for the cost of variable utility expenses associated with the operation and maintenance of the interconnection facilities. These include (a) the Company's inspections of the interconnection facilities and (to maintenance of any equipment beyond that which would be required to provide normal electric services to the Qualifying Facility if no sales to the Company were involved.

In lieu of payments for actual charges, the Qualifying Facility may pay a monthly charge equal to a proceeding of the installed cost of the instrucemention facilities recessary for the sale of energy to the Company. The applicable percentages are as follows:

Equipment Type	Charge
Motoring Equipment	0.075%
Distribution Equipment	0.227%
Transmission Equipment	0.130%

#### D. Taxes and Assessments

The Qualifying Pacifity shall be billed mentify an amount squal to any tones, assessments or other impositions, for which the Company is liable as a result of its purchases of As-Available Energy produced by the Qualifying Facility. In the event the Company mention a tax benefit as a result of its purchases of As-Available Energy produced by the Qualifying Facility, the Qualifying Facility shall be artified to a refund in an attornet equal to such benefit.

#### TERMS OF SERVICE

 It shall be the Qualifying Pacility's responsibility to infante the Company of any change in the Qualifying Facility's electric generation expublish;

(Continue on Short No. 10.104)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Fourth Revised Sheet No. 10.104 Cancels Third Revised Sheet No. 10.104

(Continued from Sheet No. 10.103)

- (2) Any electric service delivered by the Company to a Qualifying Facility in the Company's service area shall be subject to the following terms and conditions:
  - (a) A Qualifying Facility shall be metered separately and billed under the applicable retail rate schedule, whose terms and conditions shall pertain.
  - (b) A security diposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C. and the following:
    - i) In the first year of operation, the security deposit shall be based upon the singular morth in which the Qualifying Facility's projected purchases from the Company exceed, by the greatest amount, the Company's estimated purchases from the Qualifying Facility. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit shall be required upon interconnection.
    - iii) For each year thereafter, a review of the actual sales and purchases between the Qualifying Facility and the Company shall be conducted to determine the actual month of maximum difference. The security deposit shall be adjusted to again twice the greatest seneral by which the actual monthly purchases by the Qualifying Facility exceed the actual sales to the Company in that month.
  - (a) The Company shall specify the point of interconnection and voltage level.
  - (d) The Qualifying Facility must enter into an interconnection agreement with the Company which will, among other things, specify safety and rehability standards for the interconnection to the Company's system. In most instances, the Company's filed Interconnection Agreement for Qualifying Facilities will be used: however, special features of the Qualifying Facility or its interconnection to the Company's facilities may require modifications to the Interconnection Agreement or the safety and reliability standards contained therein.
- Service under this rate schedule is subject to the rules and regulations of the Company and the Florida Public Service Community.

#### SPECIAL PROVISIONS

- (1) Negotiated contracts deviating from the above standard rate schedule are allowable provided the Company agrees to them and they are approved by the Florida Public Service Commission.
- (2) For a Qualifying Facility inside or outside of the Company's service area that wishen to contract with austher electric utility which is directly or indirectly interconnected with the Company, the Company will, upon request, provide information on the availability and the terms and somitions of the specified desired transmission service for delivery of the Qualifying Facility's power to the purchasing utility or to an intermediate utility. Where wheeling power produced by a Qualifying Facility will impair the Company's obtained by a Qualifying Facility will impair the Company shifty to give adequate service to the rest of the Company's customers or place as make busines on the Company, the Company may petition the FPSC for a waver of this special provision no. 2. Where existing Company transmission capacity does exist, the Qualifying Facility shall be responsible for all costs associated with such transmission service including wheeling changes, line losses incurred by the Company, and inschartent energy flows resulting from wheeling.
  - (a) The rates, terms and conditions for all of the Company's firm Transmission Service Arrangements are subject to the jurisdiction of Federal Energy Regulatory Commission ("FERC"). The Company will provide the Qualifying Facility, for informational purposes, copies of Transmission Service Agreements which have been previously accepted or approved by the FERC and which govern arrangements similar to the service being requested by the Qualifying Facility.
  - (b) Transmission service arrangements on an if, when and as available (nonfirm) basis are also subject to the FERC's jurisdiction. Any such arrangement shall be by individualized contract and shall not otherwise interfere with the Company's ability to provide firm ratall, firm wholesals and firm transmission service.

(Confirmed on Short No. 10.105)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 10.105 Cancels First Sheet No. 10.105

#### APPENDEX A

#### DESCRIPTION OF AS-AVAILABLE ENERGY COST CALCULATION METHODOLOGY

The Company uses a marginal production costing program to calculate As-Avadable Energy costs. Each hour, actual system data (depatch filed costs, system load, generating unit status, interchange schedules, etc.) are untomotically provided to the program. The dispatch filed costs seed are based on the average price of explacement filed purchosed in access of contract minimum in conformance with EPSC Order No. 1954s. The program computes a production cost for the base case from these data by connomically depatching available units and available interchange schedules to the desired load level (excludes interchange sales). The program then compute the production cost for the appropriate As-Avadable Energy Nock stay by redepatching the same energy average to a higher level; the base case is increased by turnscession losses (which reflect the difference in generation levels required to serve load from specific points in the power system). The difference in production costs is divided by the block size to determine the SMWh avoided cost. This cost is developed similar accusely for eight geography areas in the power system. The area prices differs due to changes in turnscession losses as the generation exquired to replace the As-Avadable Energy block area varion from one location to areafore.

The as-available block size is based on the average boarly delivery during the prior billing month from all Qualifying Facilities whose energy payments are based on the As-Available Energy cost.

Incomental generating unit operation and maintenance scots are computed annually, considert with the filing of the October March field factor, based on the methodology approved in FPSC Docket No. 800001-EEE. The methodology determines the maximum SYMWh cost for those penerating unit cost components which can very based upon changes in generation lovels for units already en-line. Resulting rates are developed by linear regression based on actual data for the prior year, and statistically validated. Marginal operation and maintenance costs for any interchange energy that might be included in the As-Avadable Energy price are already included in the interchange energy-cost.

During usique documstances, munual adjustments are made to the prices computed by the program.

- a) When gas turbines are imline to serve the Company's load, the cost of the gas turbine snappy replaces the solutiated As-Available. Energy cost. This is necessary when the gas turbines are in the manual mode (i.e., do not respond to system load changes) and therefore would not be included when the program redispatches generating sources.
- b) When internal transmission constraints require the use of higher cost resources within a specific geographic arm, the calculated As-Available Energy cost is replaced by the higher cost (for those facilities inside the area whose output would reduce the use of the higher cost resources).
- e) When the delivery of Qualifying Facility output within a geographic area constrains the Company's ability to dispatch constrain resources in the area, the calculated As-Available Energy prior for the area is reduced to the cost of the resource constrained.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fifth Revised Sheet No. 10.150 Cancels Fourth Revised Sheet No. 10.150

#### PAYMENTS FOR PURCHASES OF POWER FROM QUALIFYING FACILITIES DURING GENERATION CAPACITY ALERTS

#### SCHEDULE

COG-3, Panthuse of Power During Generation Capacity Alerts

#### AVAILABLE

Entire service area.

#### APPLICABLE

To any Qualifying Facility producing energy for sale to the Company on an As-Available basis.

#### LIMITATIONS

All purchases by the Company pursuant to this Schodule COG-3 are subject to FPSC Roles 25-17.080 through 25-17.087, F.A.C., inclusive, as correctly to effect or as they may be amended by the FPSC from time to fame.

#### DELIVERY INCENTIVE ADDER FOR SALES TO THE COMPANY

Payments by the Company to QFs for power provided to the Company hercurder shall be the sum of the following:

- (a) The amounts as described in Schedule COG-L, ENERGY RATES; plus
- (b) A Delivery Incentive Adder of \$2.71/MWh, subject to the conditions specified below

Payments shall be made by the Company in accordance with Schedule COG-1 procedures.

#### CONDITIONS FOR DELIVERY INCENTIVE ADDER

The Company will pay the Delivery Incomive Adder identified above subject to the condition that the Company projects an impending Generation Capacity. Alert, defined as a situation whereby the loss of the Company's largest generating test then on line would cause the Company to parthage emergency power or, if unavailable, interrupt firm native load. The Company's Operating Representative will exercise all majoritable officials to provide at least four (4) hours' advance motion to each participating QF's Operating Representative prior to the Generation Capacity Alert, and will advise QF's Operating Representatives of the Journal of Capacity Alert. The Delivery Incomive Adder will be applicable and past only during floor loans when (i) the Company is in a Generation Capacity Alert, (ii) the QF's Operating Representative law, at the time of the Company's provision of notice, family containted to the Company all or a specified position, imagements, of the QF's decircal output, and (iii) the QF actually delivers the committed output to the Company during the hours of the Generation Capacity Alert.

#### RESPONSIBILITIES FOR INSURANCE AND INDEMNIFICATION

Subject to section 2.7 Indimenty to Company, or section 2.71 Indemnity to Company — Governmental, FPC's General Rules and Regulations, the Company's and each participating QP's respective responsibilities for insurance and indemnification shall be as set forth in their interconnection agreement.

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

Effective: December 2, 2004

Seventh Revised Sheet No. 10.300 Cancels Sixth Revised Sheet No. 10.300

RATE SCHEDULE QS-2
APPENDIX A
TO THE STANDARD OFFIC CONTRACT
STANDARD RATE FOR PURCHASE OF FIRM CAPACITY AND ENERGY
FROM A RENEWABLE ENERGY FACILITY
OR A QUALIFYING FACILITY WITH A DESIGN CAPACITY OF 100 KW ORLESS.

SCHEDULE

QS-2, Firm Capacity and Energy

#### AVAILABLE

The Company will, under the provisions of this Schedule and the Company's "Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Facility or a Qualifying Facility with a design capacity of 100 KW or less" ("Standard Offer Contract"), purchase firm capacity and energy offered by a Renewable Energy Facility specified in Section 366.91, Florida Statutes or by a Qualifying Facility with a design capacity of 100 KW or less as specified in FPSC Rule 25-17-0832(4) and which is either directly or indirectly interconnected with the Company. Both of these types of facilities shall also be referred to berein as Qualified Seller or "QS"

The Company will petition the FPSC for closure upon any of the following as related to the generating unit upon which this standard offer contract is based i.e. the Avoided Unit: (a) a request for proposals (RFP) pursuant to Rule 25-22.082, F.A.C., is issued, (b) the Company files a petition for a need determination or commences construction of the Avoided Unit when the generating unit is not subject to Rule 25-22.082, F.A.C., or (c) the generating unit upon which the standard offer contract is based in no longer part of the utility's generation plan, as evidenced by a petition to that effect filed with the Commission or by the utility's most recent Ten Year Site Plan.

#### APPLICABLE

To Renewable Energy Facilities as specified in Section 366.91, Florida Statutes producing capacity and energy from qualified renewable resources for sale to the Company on a firm basis pursuant to the terms and conditions of this schedule and the Company's "Standard Offer Contract". Firm Renewable Capacity and Renewable Energy are capacity and energy produced and sold by a QS pursuant to the Standard Offer Contract provisions addressing (among other things) quantity, time and reliability of delivery.

To Qualifying Facilities ("QF"), with a design capacity of 100 KW or less, as specified in FPSC Rule 25-17.0832(4)(a) producing capacity and energy for sale to the Company on a firm basis pursuant to the terms and conditions of this schedule and the Company's "Standard Offer Contract". Firm Capacity and linergy are described by FPSC Rule 25-17.0832, F.A.C., and are capacity and energy produced and sold by a QF pursuant to the Standard Offer Contract provisions addressing (among other thirsgs) quantity, time and reliability of delivery.

## CHARACTER OF SERVICE

Purchases within the areas served by the Company shall be, at the option of the Company, single or three phase, 60 hertz alternating current at any available standard Company voltage. Furchases from outside the areas served by the Company shall be three phase, 60 hertz alternating current at the voltage level available at the interchange point between the Company and the entity delivering the Firm Energy and Capacity from the QS.

#### LIMITATION

Purchases under this schedule are subject to Section 366.91, Florida Statutes and/or FPSC Rules 25.17.0832 through 25.17.001, F.A.C., and 25.17.200 through 25.17.310 F.A.C. and are list field to those Facilities which:

- A. Commit to commence deliveries of firm capacity and energy no later than the in-service date of the Avoided Unit, as detailed in Appendix II, and to continue such deliveries for a period of at least 10 years up to a maximum of the life of the avoided test.
- B. Are not currently under contract with the Company or with any other entity for the Facility's output for the period specified show:

(Continued on Short No. 10 301)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Seventh Revised Sheet No. 10.301 Cancels Sixth Revised Sheet No. 10.301

(Continued from Sheet No. 10.300)

### RATES FOR PURCHASES BY THE COMPANY

Firm Capacity and Energy are purchased at a unit cost in dollars per kilowatt per month and cents per kilowatt-hour, respectively, based on the capacity required by the Company. For the purpose of this Schedule, an Avoided Unit has been designated by the Company, and is detailed in Appendix II to this Schedule. Appendix I to this Schedule describes the methodology used to calculate payment schedules, applicable to the Company's Standard Offer Contract filed and approved pursuant to Section 366.91, Florida Statutes and to FPSC Rules 25-17.082 through 25-17.091, F.A.C and 25-17.200 through 25-17.310, F.A.C.

#### Firm Capacity Rates

Options A through E are available for payment of firm capacity which is produced by a QS and delivered to the Company. Once selected, an option shall remain in offect for the term of the Standard Offer Contract with the Company. A payment schedule, for the normal payment option as shown below, contains the monthly rate per kilowatt of Firm Capacity which the QS has contractually committed to deliver to the Company and is based on a contract term which extends ten (10) years beyond the in-service date of the Avoided Unit. Payment schedules for other contract terms, as specified in Appendix E, will be made available to any QS upon request and may be calculated based upon the methodologies described in Appendix I. The currently approved parameters used to calculate the schedule of payments are found in Appendix II to this Schedule.

Adjustment to Capacity Payment
The firm capacity rates will be adjusted to reflect the impact that the location of the QS will have on FFL system reliability due to constraints imposed on the operation of FPL transmission tie lines.

Appendix III shows, for illustration purposes, the factors that would be used to adjust the firm capacity rate for different grographical areas. The actual adjustment would be determined on a case-by-case basis. The amount of such adjustment, as well as a building contract rate for firm capacity, shall be provided to the QS within sixty days of FPL execution of the signed Standard Offer Contract.

#### Option A - Fixed Value of Deferral Payments - Normal Capacity

Payment schedules under this option are based on the value of a single year purchase with an in-service date of the Avoided Unit, as described in Appendix I. Once this option is selected, the current schedule of payments shall remain fixed and in effect throughout the term of the Standard Offer Contract.

(Continued on Sheet No. 10 302)

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

Effective: June 25, 2015

Original Sheet No. 10,302

(Centinued from Sheet No. 10:301)

#### Option B - Fixed Value of Deferral Payments - Early Capacity

Payment schedules under this option are based upon the early capital cost component of the value of a year-by-year defermi of the Company's Avoided Unit provided; however, that under no circumstances may payments begin before the QS is delivering first capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. When this option is selected, the capacity payments shall be made morthly commencing no earlier than the Capacity Delivery Date of the QS and calculated using the methodology shown on Appendix I.

The QS shall select the month and year in which the deliveries of firm capacity and energy to the Company are to commence and capacity payments are to start. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix E.

#### Option C - Fixed Value of Deferral Payment - Levelized Capacity

Psyment schedules under this option are based upon the levelized capital cost component of the value of a yearby-year deferral of the Company's Avoided Unit. The capital portion of capacity payments under this option shall consist of equal monthly payments over the term of the Standard Offer Contract, calculated as shown on Appendix. 1. The fixed operation and maintenance portion of the capacity payments shall be equal to the value of the yearby-year deferral of fixed operation and maintenance expense associated with the Company's Avoided Unit. The methodology used to calculate this option is shown in Appendix I. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix II.

#### Option D - Fixed Value of Deferral Payment - Early Levelized Capacity

Payment schedules under this option are based upon the early levelized capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit. The capital portion of the capacity payments under this option shall consist of equal monthly payments over the term of the Standard Offer Contract, calculated as shown on Appendix 1. The fixed operation and maintenance expense shall be calculated as shown in Appendix 1. At the option of the QS, payments for early levelized capacity shall commence at any time before the unterpated inservice date of the Company's Avoided Unit as specified in Appendix E, provided that the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix E.

#### Option E - Flexible Payment Option

Payment schedules under this option are based upon a payment stream elected by the QS consisting of the capital component of the Company's avoided unit. Payments can commence at any time after the actual in-service date of the QS and before the anticipated in-service date of the utility's avoided unit, as specified in Appendix II, provided that the QS is delivering firm capacity and energy to the Company parament to the terms of the Standard Offer Contract. Regardless of the payment stream elected by the QS, the cannulative present value of capital cost payments made to the QS over the term of the contract shall not exceed the cannulative present value of the capital cost payments which would have been made to the QS had such payments been made paramet to FPSC Rule 25-17.0832(6);F.A.C. Fixed operation and maintenance expresse shall be calculated in conformance with Rule 25-17.0832(6);F.A.C. The Company will provide the QS with a schedule of capacity payment rates based on the information specified in Appendix E.

(Continued on Rheet No. 10:303)

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

Sixth Revised Sheet No. 10.303 Cancels Fifth Revised Sheet No. 10.303

(Continual from Short No. 10.302)

#### B. Energy Rates

#### Payments Associated with As-Available Energy Costs prior to the In-Service Date of the Avoided Unit.

Options A or B are available for payment of energy which is produced by the QS and delivered to the Company prior to the in-service date of the Avoided Unit. The QS shall indicate its selection in Appendix E. Once selected, an option shall remain in effect for the term of the Standard Offer Compact with the Company.

Option A - Energy Payments based on Actual Energy Costs.

The energy rate, in coms per kilowatt-hour (#KWh), shall be based on the Company's actual bourly avoided energy costs which are calculated by the Company in accordance with FPSC Rule 25-17 (825, F.A.C. Avoided energy costs include incremental fuel, identifiable operation and maintenance expenses, and an adjustment for line losses reflecting delivery voltage. The calculation of the Company's avoided energy costs reflects the delivery of energy from the region of the Company in which the Delivery Point of the QS is located. When economy transactions take place, the incremental costs are calculated as described in FPL's Rute Schedule COG-1.

The calculation of payments to the QS shall be based on the sum, over all hours of the billing period, of the product of each hour's avoided energy cost times the purchases of energy from the QS by the Company for that hour. All purchases of energy shall be adjusted for losses from the point of metering to the Delivery Point.

Option B - Energy Payments based on the year by year projection of As-Available energy costs.

The energy rate, in cents per kilowath-hour (&KWh), shall be based on the Company's year by year projection of system incremental fuel costs, prior to hourly economy sales to other utilities, based on normal weather and fuel market conditions (armus) As-Available Energy Cost Projection which are calculated by the Company in secondance with FPSC Rule 25-17.0825, F.A.C. and with FPSC Rule 25-17.250(6) (a) F.A.C.) plus a fuel market volatility risk premium mutually agreed upon by the utility and the QS. Prior to the start of each applicable calendar year, the Company and the QS shall mutually agree on the fael market volatility risk premium for the following calendar year, normally no later than November 15. The Company will provide its projections of the applicable annual As-Available Energy Cost prior to the start of the calendar year, normally no later than November 15 of each applicable calendar year. In addition to the applicable As-Available Energy Cost projection the energy payment will include identifiable operation and maintenance expresses, an adjustment for line losses reflecting delivery voltage and a factor that reflects in the calculation of the Company's Avoided Energy Costs the delivery of energy from the region of the Company in which the Delivery Point of the QS is located.

The calculation of payments to the QS shall be based on the sum, over all hours of the billing period, of the product of each hour's applicable Projected Avoided Energy Cost times the purchases of energy from the QS by the Company for that hour. All purchases of energy shall be adjusted for losses from the point of metering to the Delivery Point.

#### G) Payments Associated with Applicable Avoided Energy Costs after the In Service Date of the Avoided Unit.

Option C is uvailable for payment of energy which is produced by the QS and delivered to the Company after the an-service date of the avoided unit. In addition, Option D is available to the QS which elects to fix a portion of the firm energy payment. The QS shall indicate its selection of Option D in Appendix E, once selected, Option D shall remain in effect for the term of the Standard Offer Contract.

Option C: Energy Payments based on Actual Energy Costs starting on the in-service date of the Accoded Unit, as detailed in Appendix II.

The calculation of payments to the QS for energy delivered to FPL on and after the in-service date of the Avoided Unit shall be the sum, over all hours of the Monthly Billing Period, of the product of (a) each hour's firm energy rate (d/k/Wh); and (b) the amount of energy (k/WH) delivered to FPL from the Facility during that hour.

(Continued on Sheet No. 10.304)

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

Effective: June 25, 2013

Eighth Revised Sheet No. 10.304 Cancels Seventh Revised Sheet No. 10.304

(Continued from Sheet No. 10 303)

For any Dispatch Hour the farm energy rate shall be, on an hour-by-hour basis, the Cempany's Avoided Unit Energy Cost. For any other period during which energy is delivered by the QS to FPL, the firm energy rate in cents per kilowatt hour (e/KWh) shall be the following on an hour-by-hour basis: the lesser of (a) the as-available energy rate calculated by FPL in accordance with FPSC Rule 25-17.0825, FAC, and FPL's Rate Schedule COG-1, as they may each be amended from time to time and (b) the Company's Avoided Unit Energy Cost, in cents per kilowatt-hour (e/KWh) shall be defined as the product of: (ii) the fuel price in S/mmITTU as determined from gas prices published in Plants Inside FERC Gus Market Report, first of the month posting for Florida Gus Transmission Zone 3, plus all charges, surcharges and percentages that are in effect from time to time for service under Gulfstream Natural Gus System's Rate Schedule FTS, and (b) the average annual heat rate of the Avoided Unit, plus (c) an additional payment for variable operation and maintenance expenses which will be escalated based on the actual Producer Price Index. All energy purchases shall be adjusted for fosses from the point of metering to the Delivery Point. The calculation of the Company's avoided energy out reflects the delivery of energy from the geographical area of the Company in which the Delivery Point of the QS is located.

#### Option D- Fixed Firm Energy Payments Starting as early as the In-Service Date of the QS Facility

The calculation of payments to the QS for energy delivered to FPL may include an adjustment at the election of the QS in order to implement the provisions of Rule 25-17.250 (6) (b), F.A.C. Subsequent to the determination of full avoided cost and subject to the provisions of Rule 25-17.0832(3) (a) through (d), F.A.C., a portion of the base energy costs associated with the avoided unit, mutually agreed upon by the utility and renewable energy generator, shall be fixed and amortized on a present value basis over the term of the contract starting, at the election of the QS, as early as the in-service date of the QS. Base energy costs associated with the avoided unit means the energy costs of the avoided unit to the extent the unit would have operated. The portion of the base energy costs mutually agreed to by the Company and the QS shall be specified in Appendix B. The Company will provide the QS with a schedule of "Pixed Energy Payments" over the term of the Standard Offer Contract based on the applicable information specified in Appendix II.

#### ESTIMATED AS-AVAILABLE ENERGY COST

As required in Section 25-17.0832, F.A.C. as available energy cost projections until the in-service date of the avoided unit will be provided within 30 days of receipt by FPL of a written request for such projections by any interested person.

## ESTIMATED UNIT FUEL COST

As required in Section 25-17 0832, F.A.C. the estimated unit fuel costs associated with the Company's Avoided Unit and based on current estimates of the price of natural gas will be provided within 30 days of a written request for such an estimate.

(Continued on Short No. 10,305)

based by: S. E. Rumig, Director, Rates and Tariffs

Effective: September 13, 2016

Seventh Revised Sheet No. 10 305 Cancels Sixth Revised Sheet No. 10,305

(Continued from Shart No. 10.304)

#### DELIVERY VOLTAGE ADJUSTMENT

Energy payments to a QS within the Company's service area shall be adjusted according to the delivery voltage by the multipliers provided in the COG-1.

#### PERFORMANCE CRITERIA

Payments for Firm Capacity are conditioned on the QS's ability to maintain the following performance criteria:

Capacity Delivery Date

The Capacity Delivery Date shall be no later than the projected in-service date of the Company's Avoided Unit, as detailed in Appendix II.

## **Availability and Capacity Factor**

The Facility's availability and capacity factor are used in the determination of first capacity payments through a performance based calculation as detailed in Appendix B to the Company's Standard Offer Contract.

#### METERING REQUIREMENTS

A QS within the areas served by the Company shall be required to purchase from the Company hourly recording meters to measure their energy deliveries to the Company. Energy purchases from a QS outside the territory of the Company shall be measured as the quantities scheduled for interchange to the Company by the entity delivering Firm Capacity and Renessable Energy to the Company.

For the purpose of this Schedule, the on-peak hours shall be those hours occurring April 1 through October 31 Mondays through Friday's, from 12 noon EST to 9.00 pm. EST excluding Memorial Day, Independence Day and Labor Day, and November 1 through March 31 Mondays through Fridays from 6:00 a.m. EST to 10:00 a.m. EST and 6:00 p.m. EST to 10:00 p.m. EST prevailing Eastern time excluding Thanlogiving Day, Christman Day, and New Years Day. FPL shall have the right to change such On-Peak Hours by providing the QS a minimum of thaty calendar days' advance writtennotice.

#### BILLING OPTIONS

A QS, upon entering into a Standard Offer Contract for the sale of firm capacity and energy or prior to delivery of as-avaslable energy, may elect to make either simultaneous purchases from and sales to the Company, or net sales to the Company, provided, however, that no such arrangement shall cause the QS to sell more than the Pacility's net output. A decision on billing methods may only be changed. 1) when a QS selling an-available energy enters into a Standard Offer Contract for the sale of firm capacity and energy; 2) when a Standard Offer Contract expires or is lawfully terminated by either the QS or the Company; 3) when the QS is selling as-available energy and has not changed billing methods within the last twelve months, 4) when the election to change billing methods will not contravere this Turiff or the contract between the QS and the Company

If a QS elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days advance written notice to the Company. 2) the installation by the Company of any additional metering equipment reasonably required to effect the change in billing and upon payment by the QS for such metering equipment and its installation, and 3) upon completion and approval by the Company of any alternion(s) to the interconnection reasonably required to effect the change in billing and upon payment by the QS for such alteration(s).

Payments due a QS will be made monthly and normally by the twentieth business day following the end of the billing period. The kilowatt-boars sold by the QS and the applicable evoided energy rates at which payments are being made shall accompany the payment to the QS.

A statement covering the charges and payments due the QS is rendered monthly, and payment normally is made by the twentieth business day following the end of the billing period.

(Continued on Sheet No. 10.306).

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Eighth Revised Sheet No. 10.306 Cancels Seventh Revised Sheet No. 10.306

(Continued from Short No. 10.305)

### CHARGESTO ENERGY FACILITY

The QS shall be responsible for all applicable charges as currently approved or as they may be approved by the Florida Public Service Commission, including, but not limited to

Monthly base charges for meter reading, billing and other applicable administrative costs as per applicable Customer Rate Schedule.

#### B. Interconnection Charge for Non-Variable Utility Expenses

The QS shall bear the cost required for interconnection, including the metering. The QS shall have the option of (i) payment in full for the interconnection costs including the time value of money during the construction of the interconnection facilities and providing a Bond, Letter of Credit or comparable assurance of payment acceptable to the Company adequate to cover the interconnection cost estimates. (ii) payment of monthly invoices from the Company for sexual costs progressively incurred by the Company in installing the interconnection facilities, or (iii) upon a showing of credit worthiness, making ogual monthly installment payments over a period no longer than thirty-six (36) months toward the full cost of interconnection. In the latter case, the Company shall assess interest at the rate then prevailing for thirty (30) day. highest grade commercial paper, such rate to be specified by the Cumpany thirty (30) days prior to the date of each installment. payment by the QS.

#### 63. Interconnection Charge for Variable Utility Expenses

The QS shall be billed monthly for the variable unitry expenses associated with the operation and maintenance of the interconnection facilities. These include (a) the Company's inspections of the interconnection facilities and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the QS if no sales to the Company were involved.

In lieu of payment for actual charges, the QS may pay a monthly charge equal to a percentage of the installed cost of the interconnection facilities as provided in COG-1.

Taxes and Assessments
In the event that FPL becomes liable for additional taxes, including interest and/or penalties arising from an Internal Revenue Service's determination, through audit, ruling or other authority, that FPL's payments to the QS for capacity under options B, C, D, E or for energy pursuant to the Fixed First Energy Payment Option D are not fieldly deductible when paid (additional tax liability). FPL may bill the QS incestily for the costs, including carrying charges, interest under penalties, associated with the fact that all or a portion of these capacity payments see not currently deductible for federal and/or state income tex purposes. FPL, at its option, may offset these costs against amounts due the QS hereunder. These costs would be calculated so as to place FPL in the same economic position in which it would have been if the entire early, levelized or early levelized capacity payments or the Fixed Firm Energy Phyment had been deductible in the period in which the payments were made. If FPL decides to appeal the Internal Revenue Service's determination, the decision is to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with FPL.

(Command on Short No. 10:307)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 10.307

(Continued from Short No. 10 30x)

#### TERMS OF SERVICE

- (1) It shall be the QS's responsibility to inform the Company of any change in its electric generation capability.
- (2) Any electric service delivered by the Company to a QS located in the Company's service area shall be subject to the following terms and conditions:
  - (a) A QS shall be metered separately and billed under the applicable retail rate schedule(s), whose terms and conditions shall pertain.
  - A security deposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C., and the following:
    - (i) In the first year of operation, the security deposit should be based upon the singular month in which the QS's projected purchases from the Company exceed, by the greatest amount, the Company's estimated purchases from the QS. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit is required upon interconnection.
    - (ii) For each year thereafter, a review of the actual sales and purchases between the QS and the Company will be conducted to determine the actual month of maximum difference. The security deposit should be adjusted to equal twice the greatest amount by which the actual monthly purchases by the QS exceed the actual sales to the Company in that month.
  - (c) The Company shall specify the point of interconnection and voltage level.
  - (d) The QS must enter into an interconnection agreement with the Company which will, among other things, specify safety and reliability standards for the interconnection to the Company's system. In most instances, the Company's filed Interconnection Agreement for Qualifying Facilities will be used; however, special features of the QS or its interconnection to the Company's facilities may require modifications to this Interconnection Agreement or the safety and reliability standards contained therein.
  - (3) Service under this rate schedule is subject to the rules and regulations of the Company and the Florida Public Service Commission.

### SPECIAL PROVISIONS

 Special contracts deviating from the above standard rate schedule are allowable provided the Company agrees to them and they are approved by the Florida Public Service Commission.

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

Original Sheet No. 10.308

#### APPENDIX I TO RATE SCHEDULE QS-2 CALCULATION OF VALUE OF DEFERRAL PAYMENTS

Appendix I provide a detailed description of the methodology used by the Company to calculate the monthly values of defirming or avoiding the Company's Avoided Unit identified in Schoolsle Q6-2. When used in conjunction with the current FYSC-approved out parameters associated with the Company's Avoided Unit continued in Appendix II, a Q5-may determine the applicable value of defirmit capacity payment rate associated with the timing and operation of its particular facility should the QS some into a Standard Office Contract with the Congruen.

CALCULATION OF VALUE OF DEFERRAL OPTION A
FPSC Rule 25-170832(5) specifies that avoided capacity costs, in delians per informat per month, associated with capacity sold to a utility by a Q5 parsuant to the Company's Standard Office Contract shall be defined as the year-by-year value of defined of the Company's Avcolut Unit. The year-byyear value of defectal shall be the difference in revenue requirements associated with deferring the Company's Avoided Unit one year, and shall be calculated as follows:

#### Where, for a one year deferral:

VACs. =	utility's monthly value of avoided ospecity and O & M.
	in dollars per followatt per resetts, for each month of
	590E E.

- present value of curying charges for one dellar of arrestment over L years with carrying changes computed using average around rate base and assessed to be paid at the middle of each year and present valued. to the middle of the first year,

— (0.54)/(0.56)

- total direct and indirect cost, in mid-year dellars per Ecowatt including AFUDC but excluding CWIP, of the Company's Avoided Unit with an in-service date of year n, including all identifiable and quantifiable costs relating to the construction of the Company's Accided Unit which would have been paid had the Unit been

O. = total fixed operation and maintaneaue expense for the year n, in mid-year dellars per kilowatt per year, of the Company's Avoided Unit,

moned excellation rate associated with the plant cost of the Company's Avoided Unit(s);

armed evolution rate associated with the operation and maintenance expense of the Company's Avoided Unit(d):

annual discount rate, defined as the stility's incremental after-tex cost of capital,

expected life of the Company's Avoided Unit(i); and

year for which the Company's Avoided Unit(s) is (ins) deferred sturting with its (their) original acticipated in service date(s) and ending with the termination of the Company's Standard Office

C'ondrard

(Command on Sheet No. 10.309)

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

Original Sheet No. 10,309

(Continued from Short No. 10 308)

#### CALCULATION OF FINED VALUE OF DEFERRAL PAYMENTS - EARLY CAPACITY-OPTION B

Normally, payments for firm capacity shall not commence until the in-service date of the Company's Avoided Units). At the option of the QS, however, the Company may begin making payments for early capacity observing of the capital cost component of the value of a year-lay-year defined of the Company's Avoided Unit starting as early as the in-service date of the QS facility. When each payment for early capacity are elected, the avoided capital cost component of capacity payments shall be paid exertly commencing to our our than the Capacity Definey Date of the QS, and shall be calculated. as

$$A_m = A_c \frac{(l + l_p \int_{-1}^{m+l})}{l2} + A_c \frac{(l + l_o \int_{-1}^{m+l})}{l2}$$
 for  $m = l$  sot

follows

Where

A<sub>m</sub> = monthly payments to be made to the QS for each month of the contract year n, in dellars per kilowatt per month in which QS delivers capacity parsent to the early capacity option;

 around excitation rate associated with the plant cost of the Company's Avoided Unitie);

around excellence response of the Company's Avoided Unit(s);

 m = year for which the fixed value of defined payments under the early capacity option are made to a QS, starting in your crustand ending in the year t.

the term, in young of the Standard Office Contract.

 $A_{+} = F_{1}^{*}(1-10)(1-10) J$ 

Where:

 the controllative present value, in the year that the contractual payments will begin, of the avoided capital cost component of capacity payments which would have been made had capacity payments commenced with the anticipated in-nervice date of the Company's Avoided Unit's);

H = (1×6)/(1+6)

month discount mis, defined as the Company's incremental after-tox cost of capital; and

 $\mathcal{A}_{+} = Gf(I-R)(I-R') f$ 

White

G = The complaints present value, in the year that the contractual payments will begin, of the avoided fixed operation and muintenance expense compound of capacity payments which would have been made had capacity payments contracted with the anticipated in-service date of the Company's Avoided Units).

R = (1+1)/(1+0)

The currently approved parameters applicable to the firmular shove are found in Appendix II.

(Continued on Sheet No. 10:310)

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

Original Sheet No. 10.310

(Continued from Short No. 10.309)

## CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS - LEVELIZED AND EARLY LEVELIZED CAPACITY OPTION C & OPTION D. RESPECTIVELY

Monthly fixed value of deferral payments for levelized and early levelized sequelty shall be calculated as follows:

$$p_{\perp} = \frac{F}{I2} \times \frac{r}{I - (I + r)^4} + O$$

Whire:

P<sub>i,</sub> = the monthly levelized capacity payment, starting on or prior to the inservice date of the Company's Avoided Unit(s).

F = the carnilative present value, in the year that the contractual payments will begin; of the avoided capital cost component of the capacity payments which would have been made had the capacity payments not been leveliced;

 the arrand discount rate, defined as the Company's incremental after-tax, cost of capital;

the term, in years, of the Standard Offier Contract;

 the monthly front operation and maintenance component of the expectly payments, calculated in accordance with calculation of the fixed value of defermi payments for the leveliced capacity or the early leveliced capacity options.

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

Sixteenth Revised Sheet No. 10.311 Cancels Fifteenth Revised Sheet No. 10.311

#### APPENDIX II TO RATE SCHEDULE QS-2 2031 AVOIDED UNIT INFORMATION

The Company's Avoided Unit has been determined to be a 1,991 MW Combined Cycle Unit with an in-service date of June 1, 2031 and a contract beat rate of 5,990 Bts/kWh.

## EXAMPLE STANDARD OFFER CONTRACT AVOIDED CAPACITY PAYMENTS FOR A CONTRACT TERM OF TEN YEARS FROM THE IN-SERVICE DATE OF THE AVOIDED UNIT (SAKWAIONTH)

Option A Option B Option C Option D

Contract Year		Capacity	Early C	W00000000		Capacity:	Early Levels	and the first of
2022	5		5.		5			
2023	5		3		5		8	
2024	5	4	5		8		5	=
2025		+	5	-	8		5	
2026	5	-	5	- 71	5		5	50 W 11
2027	8	-	5	3.46	*		5	3.88
2028	8	45	3	3.53	5	10	5	3.88
2029	3		X .	3.40	5	Says.	. 5	3.88
2030	3	1	9	3.68	8	6.42	. 8	3.69
2031	5.	5.90	5.0	3.76	5	6.41	8	3.88
2032	. 5	6.02		3.84	1.	6.41	8	3.88
2003	3	6.15	5	3.92	5	0.41	8	3.88
2634		6.28	5	4.00	8	6.41	8	3.88
2035	5	6.01	5	4.08	5	6.41	8	3.88
2036	5	6.54	5	4.17	\$	0.41	5	3.88
2037	5	88.0	5	4.26	5	6.41	5	3.88
2038	.5	6.82	5	4.35	5	6.41	5	3.58
2039	- 5	6.96	5	4.44	5	6.41	5	3.88
2040		7.11	5	4.53	- 3	6.41	5	3.88

#### ESTIMATED AS AVAILABLE ENERGY COST

For informational purposes, the most recent estimated incremental avoided energy costs for the next ten years will be provided within thirty (36) days of written request.

#### ESTIMATED UNIT VUEL COSTS(S/MMBrig):

The most recent extinuted unit fuel costs for the Company's avoided unit will be provided within thirty (30) days of written request.

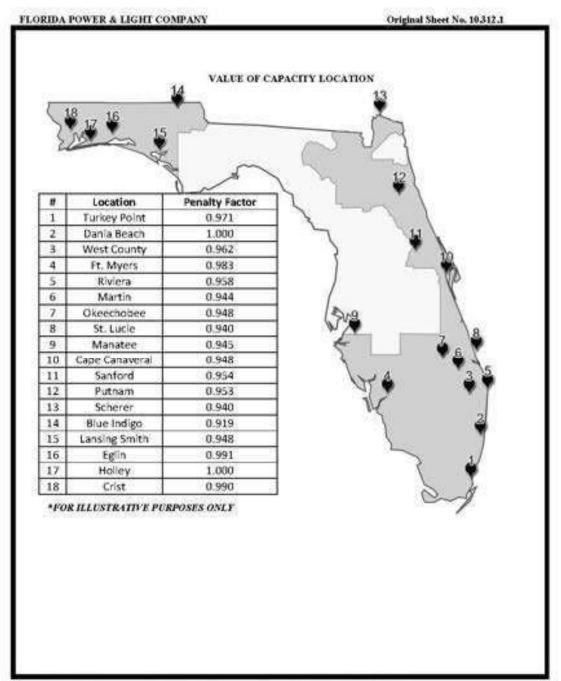
Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: July 8, 2021

Ninth Revised Sheet No. 10.311.1 Cancels Eighth Revised Sheet No. 10.311.1

44400000		The Constant of the Constant o	95000
Where, f	OK II O	no-year deferral:	Valu
VACa	-	Company's value of avoided capacity and O&M, in dollars per kilowatt per month, during month in;	\$3,8956
K)	-	present value of earrying charges for one dollar of inventment over L years with carrying charges computed using average sermal rate base and assumed to be paid at the middle of each year and present valued to the middle of the fart year.	1.4189
le :		total direct and indirect cost, in mid-year dollars per kilowatt including AFUDC but excluding CWIP, of the Company's Avoided Unit with an in-service date of years.	\$676.37
On		total fixed operation and maintenance expense, for the year n, in mid-year dollars per followatt per year, of the Company's Avoided Unit;	\$14.64
in .	4	annual oscilation rate associated with the plant cost of the Company's Avoided Unit;	2.00%
i.		armual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit,	2.50%
r	-	arenal discount rate, defined as the Company's incommental after-tex cost of capital;	7,525
1.		expected life of the Company's Avoided Unit;	41
n		year for which the Company's Avoided Lint is deferred starting with its original articipated in-service date and order with the termination of the Standard Offic Contract.	2033
		FIXED VALUE OF DEFERRAL PAYMENTS - EARLY CAPACITY OPTION PARAMETERS	
Ass	*	monthly capacity payments to be made to the QS starting on the year the QS clocks to start receiving early capacity payments, in dollars per kilowait per month;	*
lo .	-	arrenal escalation rate associated with the plant cost of the Computy's Avoida51/hit,	2.00%
ie:	-	sermal escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit,	2.50%
n		your for which early capacity payments to a QS are to began, (at the election of the QS early capacity payments may considered any time effect the soluted in-service date of the QS facility and before the uninquised in-service date of the Company's avoided unit)	•
F	*	the exemitative present value of the avoided capital cost component of capacity payments which would have been made had capacity payments commenced with the annequated in-service date of the Company's Avoided Unit and continued for a period of 19 years;	5116.32
9	-	armost discount rate, defined as the Company's incomental after-tox cost of capital;	7,525
t		the term, in years, of the Standard Offer Contract for the purchase of firm capacity commencing in the year the QS elects to start receiving early capacity payments prior to the in-service date of the Company's Avoided Unit.	*
G.	9	the currelative present value of the avoided fixed operation and maintenance expense component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit and continued for a period of 10 years.	\$110,79

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: July 8, 2021



Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Second Revised Sheet No. 10.313 Cancels First Revised Sheet No. 10.313

# APPENDIX B TO THE STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY FROM BENEWABLE ENERGY FACILITIES OR QUALIFYING FACILITIES WITH A DESIGN CAPACITY OF 100 KW OR LESS PAY FOR PERFORMANCE PROVISIONS MONTHLY CAPACITY PAYMENT CALCULATION

- Monthly Capacity Pagesante (MCP) for each Monthly Billing Period shall be computed according to the following:
  - A. In the event that the Annual Capacity Billing Factor ("ACISP"), so defined below, is less than 80%, then no Monthly Capacity Psymmetrated be don. Their in:

MOP = 0

B. In the event that the ACRF is equal to re-greater than 80% but less than 94%, then the Monthly Capacity Proposed shall be calculated by using the following formula:

MCP = BCP x [1+4x (ACBF - 94%)] x CC

C. In the event that the ACBF is equal to or greater than 49%, from the Monthly Capacity Payment shall be calculated by using the following formula:

MCP = BCP x CC

Where

MCF

MCP - Monthly Capacity Payment in dollars.

BCP = Bure Capacity Payment in S/KW/Mooth as specified in FPL's Rate Scholide QS-2.

CC = Controlled Capacity in KW.

Actual Capacity Hilling Factor. This factor is exicutated using the 12 months rolling average of the Monthly Capacity Pactor. This 12 month rolling average shall be defined as the sum of the 12 consecutive Monthly Capacity Factors proceeding the date of calculation, devided by 12. During the first 12 consecutive Monthly Hilling Periods, communicing with the first Monthly Billing Period in which Capacity payments are to be made, the calculation of the Annual Capacity Silling Factor shall be considered as follows: (a) during the first Monthly Billing Period, the Annual Capacity Hilling Factor shall be computed by dividing the sum of the Monthly Capacity Factor. (b) thereafter, the calculation of the Annual Capacity Hilling Factor shall be computed by dividing the sum of the Monthly Capacity Factors during the first year's Monthly Billing Periods in which Capacity payments are to be made by the sumbles of Monthly Billing Periods which have simpost. This calculation shall be performed at the and of each Monthly Billing Period until enough Monthly Billing Periods have simpost to calculate a true 12-month solling average Annual Capacity Billing Factor. Periods during which the Facility has temporarily set in Capacity equal to 0 KW due to a Force Majorce event parament to

Morebly Capacity Factor. The sum of (i) the Bourly Factors of the Non-Dispatch Hours plus (ii) the Bourly
Factors of the Dispatch Bourn or the Hourly factors of the hours when FPL requested reduced deliveries pursuant to
Sections 8.4.6 and 8.4.8 (Radiaced Delivery Hour), divided by the manufact of hours in the Monthly Billing Period.

HFNDH = Hously Factor of a Non-Disputch Hear. The energy received during the hour divided by the Committed Capacity.
For purposes of calculating the Hously Factor of a Non-Disputch Hear the energy received shall not exceed the Committed Capacity.

Section to shall be excluded from the applicable capacity factor calculation.

HFUH = Houly Factor of a Dispatch Hour or a Reduced Delivery Hour. The scheduled energy received distribute for scheduled energy respected. For purpose of calculating the Hearty Factor of a Dispatch Hour or the Hourly Factor of a Reduced Delivery Hour the scheduled energy received shall not exceed the scheduled energy requested.

On-Peak House — Those house occurring April 1 through October 31 Mondays through Fridays, from 12 noon to 9:00 p.m. oxcluding.

Memorial Day, Independence Day and Labor Day; and November 1 through Manch 31 Mondays through Fridays
through 0:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. prevailing Eastern time excluding Thurkagiving Day,
Christman Day and New Your's Day. FPI, shall have the right to change such On-Peak House by providing the QS
a minimum of thirty calculate slays' advance-retice.

Monthly Hilling = The period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing.

Period shall consist of the period beginning 12:01 a.m. on the Capacity Delivery Period Date and ending, with the last calendar day of each result.

Scholaled Energy and Dispatch Hours are as defined in Section 8.4.7 of the Standard Offer Commet.

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

Effective: August 27, 2015

Original Sheet No. 10.314

#### APPENDIX C TO THE STANDARD OFFER CONTRACT TERMINATION FEE

The Termination Fee shall be the sum of the videor for each month beginning with the month in which the Capacity Delivery Date occurs through the month of termination (or month of calculation, as the case may be), computed according to the following formula:

Termination Fee - Termination Fee applicable to Capacity Payment Option plus Termination Fee applicable to Fixed Firm Energy Option

Termination Fee applicable to Capacity Payment Options B, C, D and E

E (MCB - MCPC) x (Sec)

wib. MCPCI = 0 for all periods prior to the in-service date of the Company's Avoided Unit,

to Barrier

number of the Monthly Billing Period community with the Capacity Delivery Date (i.e., the south in which Capacity Delivery Date occurs = 1; the mouth following the mouth in which Capacity Delivery Data occurs = 2; etc.)

u - the number of Monthly Billing Periods which have elapsed from the month in which the Capacity Delivery Date occurs through the mouth of termination for mouth of calculation, as the case may be)

the fisture value of an amount factor necessary to compound a sum monthly so the annual percentage rate derived will open FPL's incremental after-tax avoided cost of capital (default as a in QS-2). For any Monthly Billing Person in which MCPC is greater than MCP, I shall equal 1.

MCP. - Monthly Capacity Perment paid to QS corresponding to the Monthly Billing Period i, calculated in

accordance with Appendix B.

MCPC - Monthly Capacity Preparent for Option A corresponding to the Monthly Billing Period i, culculated in accordance with CS-2.

In the event that for my Monthly Billing Period, the computation of the value of the Capacity Payment Termination Fee for each Monthly Billing Period (as set forth shows) yields a value open to or greater than zero, the amount of the Capacity Payment Termination For shall be increased by the

In the event that for any Menthly Billing Pariod, the computation of the value of the Capacity Payment Termination For Sci. such Monthly Billing Period (as set forth above) yields a value less than zero, the amount of the Capacity Payment Termination For shall be decreased by the amount of such value expressed as a positive number (the 'Teirial Reduction Value'); provided, however, that such limital Reduction Value shall be subject to the following adjustments (the Indial Reduction Value, as adjusted, the "Reduction Value").

- a. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor (ACBF), as defined in Appendix B in less than 80%, then the Initial Reduction Value shall be adjusted to equal zero (Reduction Value = 0), and the Capacity Payment Termination Fee shall not be reduced for the applicable Monthly Dilling Period.

  In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor (ACBF), as defined in Appendix B, is
- equal to or ground than 80% but less than 94%, then the Reduction Value shall be determined as follows:

Reduction Value = Initial Reduction Value x [0.04 x (ACBF =94%)]

For the applicable Monthly Billing Period, the Termination Fee shall be reduced by the amount of each Reduction Value

In no event shall FPL be hable to the QS at my time for my amount by which the Capacity Payment Termination Fee, adjusted in accordance with the foregoing, is less than zero (6).

#### Termination For applicable to the Fixed Firm Energy Payment Option D

#### Prior to in-service date of avoided mit.

The Termination Fee for the Fixed Firm Unergy Option shall be equal to the cumulative sum of the Fixed Firm Energy Payments made to the QS pursuant to Option D, earning with the in-verviou date of the QS fluidity, for such billing cycle. Such number shall reach the maximum amount on the billing cycle immediately preceding the billing cycle associated with the in-service date of the Avoided Unit.

The Termination Fee shall be decreased each billing cycle following the in-service date of the avoided unit by an uncest equal to the difference between the projected Fixed Facegy Cost that was used in the calculation to determine the base energy cost to be fixed and amortized pursuant to Option D for each billing cycle and the assertized Fixed First Emergy Payment in ovata WVII times the emergy delivered by the QS not to exceed the MWH block specified in Appendix E.

Issued by: Tiffuny Cohen, Director, Rates and Tariffs

Effective: June 9, 2020

Original Sheet No. 10.315

#### APPENDIX D TO THE STANDARD OFFER CONTRACT DETAILED PROJECT INFORMATION

Each digible Contract received by FPI, will be evaluated to determine if the underlying QS project is financially and technically viable. The QS shall, to the extent available, provide FPI, with a detailed project proposal which addresses the information requested below.

#### L FACILITY DESCRIPTION

- · Project Name
- Project Location
  - Street Address
  - Site Plot Plan
  - · Legal Description of Site
- · Generating Technology
- Facility Classification (include types from statute)
- · Primary Fael
- · Alternate Fuel (if applicable)
- Committed Capacity
- · Expected In-Service Date
- Steam Host (for cogeneration facilities)
  - · Street Address
  - · Legal Description of Steam Host
  - · Host's arrival stoom requirements (Bes'yr)
- Contact Person
  - · Individual's Name and Title
  - · Company Name
  - Address
  - Telephone Number
  - Telecopy Number

#### IL PROJECT PARTICIPANTS

- Indicate the artition responsible for the following project management activities and provide a detailed description of the experience and capabilities of the entities:
  - · Project Development
  - · Siting and Licensing the Facility
  - Designing the Facility
  - · Constructing the Facility
  - · Securing the Fuel Supply
  - · Operating the Facility
- Provide details on all electrical generation facilities which are currently under construction or operational which were developed by file QS.
- Describe the financing structure for the projects electrified above, including the type of financing used, the permanent financing term, the resport tenders, and the percentage of equity invested at financial closing.

(Continued on State No. 10.316)

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

#### Original Sheet No. 10.316

(Continued from Short No. 10.315)

#### III. FUEL SUPPLY

- Describe all finds to be used to generate electricity at the Facility. Indicate the specific physical and characteristics
  of each find type (e.g., Dits content, sulfur content, set content, etc.). Identify special considerations regarding find supply
  origin, source and handling, storage and processing requirements.
- Provide annual fluit requirements (AFR) necessary to support the requirements pursuant to Section 366.91, Florida Statutes, and the plurned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fixel stapply arrangements in place to meet the ARFR in such year of the proposed operating life of the Facility. Use the estagoniss below to describe the current arrangement for accurring the AFR.

Description of Fuel Supply Arrangement fuel is from a fully developed source owned by one or more of the project participants
fully executed firm fiel contract exists between the developer(s) and fuel supplier(s)
a letter of intent for the fact supply exists between developer(s) and fact supplier(s)
renewable energy facility will burn biomain, waste, or another canewable resource
first supply will be purchased on the spot market
no firm field supply accompanient currently in place
find supply arrangement which does not fit any of the above categories (plouse describe)

- Indicate the percentage of the Facility's AFR which is covered by the above find supply arrangement(s) for each proposed operating year. The percent of AFR sovered for each operating year must total 100%. For fuel supply arrangements identified as owned, contract, or LOL, provide documentation to support this category and explain the fuel price mechanism of the arrangement. In addition, indicate whether or not the fael price includes delivery and, if so, to what location.
- Describe flui transportation networks available for delivering all primary and secondary fiel to the Facility site. Indicate the mode, route and distance of each segment of the journey, from fiel source to the Energy Facility site. Discuss the current status and pertinent factors impacting future availability of the transportation network.
- Provide arreal fact transportation requirements (AFTR) necessary to support planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the find transportation arrangements in place to meet the AFTR in each year of the proposed operating life of the linergy Facility. Use the entegories below to describe the current arrangement for securing the AFTR.

owned =	fisel transport via a fielly developed system owned by one or more of the project participants
contract =	fully executed firm transportation contract exists between the developen(s) and fuel transporter(s)
LOI =	a letter of intent for fael transport exists between developer(s) and fael transporter(s)
Spot =	faci transportation will be purchased on the spot market
ponz =	no firm fiel transportation arrangement currently in place
other =	fuel transportation arrangement which does not fit any of the above sutegories (please describe)

- Indicate the percentage of the Facility's AFR, which is covered by the above fuel supply arrangement(s) for each proposed
  operating year. The percent of AFR covered for each operating year must total 100%. For fuel supply arrangements identified
  as owned, connect, or LOS, provide documentation to support this entegory and explain the transportation price mechanism of
  the arrangement.
- Provide the maximum, minimum, and average fisel inventory levels to be maintained for primary and secondary fisels at the Facility site. List the assumptions used in determining the inventory levels.

(Continued on Short No. 19.317)

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

Original Sheet No. 10.317

(Commod from Short No. 10.316)

#### IV. PLANT DISPATCHABILITY/CONTROLLABILITY

- Provide the following operating characteristics and a detailed explanation supporting the performance capabilities indicated.
  - Kamp Rate (MW/minute)
  - Peak Capability (% above Committed Capacity)
  - Minimum power level (% of Committed Capacity)
  - · Facility Turnaround Time, Hot to Hot (hours)
  - Start-up Time from Cold Shutdown (hours)
  - Unit Cycling (# cycles/yr)
  - MW and MVAR Control (AGC, Manual, Other (please explain))

### V. SITING AND LICENSING

- Provide a Reensing/permitting milestone schedule which lists all permits, licenses and variances required to site the Facility.
   The milestene schedule shall also identify key milestone dates for baseline moretoning, application preparation, agency review, certification and licensing/siting board approval, and agency permit issuance.
- Provide a homomy/parmitting plan that addresses the issues of air emissions, water use, wastewater discharge, weflands, endangered species, protected properties, solid worte, surrounding land use, zoning for the Facility, associated linear facilities, and support of and opposition to the Facility.
- List the emissionreffuent dachage limits the Facility will meet, and describe in detail the pollution control egupment to be used to meet these limits.

#### VI. FACILITY DEVELOPMENT AND PERFORMANCE.

- Submit a detailed engineering, procurament, construction, startup and commercial operation schedule. The schedule shall include milestones for site acquisition, engineering phases, selection of the major equipment vendors, architect engineer, EPC contractor, and Facility operator, steam host integration, and delivery of major equipment. A discussion of the current status of each milestone should also be included where applicable.
- Attach a diagram of the power block arrangement. Provide a list of the major ogaipment vendors and the name and model number of the major ogaipment to be installed.
- Provide a detailed description of the proposed invironmental corteol technology for the Facility and describe the capabilities of the proposed technology.
- Attach preformacy flow diagrams for the steam system, water system, and find system, and a main electrical one line diagram
  for the Facility.
- State the expected host rate (100V) at 75 degrees Falzenheit for loads of 100%, 75%, and 50% in addition, attach a profirmary host bulance for the Facility.
- [NOTE: add any requirements related to demonstrating that the facility recets the requirements under the statute or applicable rules)

(Continued on Sheet No. 10:318)

Issued by: S. F. Rossig, Director, Rates and Tariffs

Original Sheet No. 10.318

(Continued from Sheet No. 10.317)

#### VII. FINANCIAL

- Provale FPL with assurances that the proposed QS project is financially viable consistent with FPSC Rule 25-17 0832(4) (c) by attaching a detailed pro-forma cash flow analysis. The pro-forma must include, at a minimum, the following assumptions for each year of the project.
  - Annual Project Revenues
    - Capacity Payments (\$ and \$/KW/Mo)
    - Variable O&M (\$\sec\) and \$\sec\)MWho
    - Energy (5 and 5/MWh)
    - · Steam Revenues (5 and %Tb.)
    - . Tipping Fees (\$ and \$/ton)
    - Interest Income
    - Other Revenues
    - Variable O&M Excitation (%/yr):
    - Energy Escalation (\*∀yr)
    - Steam Escalation (Nyyr)
    - Tipping Fee Escalation (%/yr)
  - Annual Project Expenses
    - Fixed O&M (\$ and \$/KW/Mo)
    - Variable O&M (Kand KMWh)
    - Energy & and \$/MW\to
    - Property Tuxes (3)
    - Instruce (5)
    - Emission Compliance (\$ and \$/MWh)
    - Depreciation (\$ and %yr)
    - Other Expenses (S)
    - Fixed O&M Escalation (%/yr)
    - Variable O&M Escalation (%/yr)
    - Energy Escalation (%/yr)
  - · Other Project Information
    - Installed Cost of the Energy Facility (5 and 5/KW)
    - · Committed Capacity (KW)
    - Average Heat Rate HHV (MRTU/KWh)
    - Federal Income Tax Rate (%)
    - Facility Capacity Factor (%)
    - Energy Sold to FPL (MWH)
  - Pennsoont Financing
    - Permanent Financing Term (yzs)
    - Project Capital Structure (percentage of long-term debt, withordinated debt, tax exempt debt, and equity)
    - Financing Costs (cost of long-term debt, subordinated debt, tax exampt debt, and equity)
    - Annual Interest Exposes
    - Annual Debt Service (\$)
  - Amortization Schedule (beginning balance, interest expense, principal reduction, ending balance)
- Provide details of the financing plan for the project and indicate whether the project will be non-recourse project financed. If it will not be project financed please explain the alternative financing arrangement.
- Submit financial statements for the last two years on the principals of the project, and provide an illustration of the project ownership structure.

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

Original Sheet No. 10.319

	c	TO THE STANDARD OFFER CONTRACT ONTRACT OPTIONS TO BE SELECTED BY QS	
Term of Contract			
Execution date Termination date			
Firm Capacity Ra	Hea		
Commencement d	ate for deliverse	s of Firm Energy and Capacity	
Capacity Payment If Option E is sele		(from available Options A through E) ayment stream	
Schedule of Copuc	ity Payments to	be provided by the Company based on applicable param	setera followa:
	Von	\$/KW/Month	
	Yes		
Energy Rates  Energy payment C Option A or B and Select from Option And	ptions selected (	applicable to energy produced by the QS and delivered t	o the Company (from a
Energy payment C Option A or B and Select from Option	ptions selected (	applicable to energy produced by the QS and delivered t	o the Company (from a
Energy payment C Option A or B and Select from Option And Select D If Option D is sele-	ptions selected (1D) a A or B could by the QS;	applicable to energy produced by the QS and delivered s  the Company and the QS mutually agree on fixing and of with the Avoided Unit	amortizing the followin
Energy payment C Option A or B and Select from Option And Select D If Option D is sele-	options selected: 1D) a A or B could by the QS; could be considered.	the Company and the QS mutually agree on fixing and o	amortizing the followin
Energy payment C Option A or B and Select from Option And Select D If Option D is sele- of the Base Energy	options selected (17) n A or B cted by the QS; v Costs associate	the Company and the QS mutually agree on fixing and a d with the Avoided Unit	mortizing the followin
Intrgy payment C lption A or B and select from Option and felect D f Option D is select	options selected: 1D) a A or B could by the QS; could be considered.	the Company and the QS mutually agree on fixing and a d with the Avoided Unit	amortizing the fol
Energy payment C Option A or B and Select from Option And Select D If Option D is select fitte Base Energy	priums selected of D)  a A or B  cted by the QS; y Costs associate Cost of Energy F	the Company and the QS mutually agree on fixing and a id with the Avoided Unit	mortizing the follow

Issued by S. E. Rossig, Director, Rates and Tariffs Effective: May 22, 2007

## 2022 Consolidated Tariff Book

Legislative Format

FLORIDA POWER & LIGHT COMPANY	Second Revised Sheet No. 1 Cancels First Revised Sheet No. 1
ELECTRIC TARIFF	
As Filed With	
FLORIDA PUBLIC SERVICE COMMISSION	

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

Effective: March 7, 2003

ORIDA POWER & LIGHT COMPANY	Cancels Second Form Revised Sheet N
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Contracts and Agreements	10
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haued by: N. S. Hensie Liftany Colleg. Senior Director, Kegudeinev Rates, Cost of Service and Systematic Court of Service and Service

	HENERAL DESCRIPTION OF THE FREETH SEA ALLASS SERVED
	The Company supplies electric service in most of the torritory
	many areas along the east coast of Florida (except the Jacksonville
	area and four other municipalities which have municipal electric
1	systems), the agricultural area around southern and eastern
1	Lake Okecchobee, the lower west coast area, and portions
1	of central, and earth central, and portions of north west Florida.
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Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022



Insued by, Tilliam Cobye, Sprint Director, Regulatory Rates, Cost of Service and Systems Effective, January 1, 2022

Classes of Clatomer 4.010 Service Charges 4.020 Conservation Inspections and Services 4.020 Temporary Construction Service 4.030 Utilding Energy Rating System (DERS) 4.040	Chases of Cratomer 4.010 Service Charges 4.020 Conservation Inspections and Services 4.020 Temporary Construction Service 4.030 Building Energy Rating System (BERS) 4.040	Chasses of Cratomer 4.010.  Service Charges 4.020  Conservation Inspections and Services 4.020  Temporary Constituction Service 4.030  Building Energy Rature System (BERS)	LORU	DA POWER & LIGHT COMPANY	Cancels Thirdbeamil Revised Sheet 5
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				Temporary Construction Service	4.030
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				Clarge Daine (Inth Country)	4200

Issued by: TRIam Cohen, Senior Director, Regulatory Bates, Cost of Service and Systems S. E. Bossin, Director, Bates, and Toroffs. Effective: March 3, 2003

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Cancels Third Second Revised Sheet No. 4.010

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- CLASSES OF

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Compat Commends Service. Service and the basers, and professional amounts in establishments and for purposes, not effective classified for the purposes, and time amounts, butter, blacked, boaring losses, chamber, date, commenced buildings, height estimate, people, histories, locks, model, model, model agricum from model forms, office buildings, perking lots, passenger sealors, proceed service stabilishment, estimates, nothing books, office in afficiently signs, some, thinking and the like.

Industrial. Service to power egapment used for introductating or processing garpoins, and to the lighting write, and about the haldings, encourse and premises being and enclosing the power distant and operated machinery and egapment and incident to the use throat?

Public Street and Highway Lighting. Service for lighting public ways inclaims:

Other Sales to Public Authorities. Server with alighbity content of to government autrics.

Sales in Radiousla and Radiougs. Service applied for prepalation of discrete mount vehicles.

Sales for Reside. Service to other electric utilities for reside purposes.

based by Inflant Colon, Senior Director, Regulators Rates, Cont of Service and Systems in C. Rossin, Baise and Landle Effective. Newspires 46-2003.

Twenty Third Fourth Revised Sheet No. 4.020 Concels Twenty Hard Towns Second Revised Sheet No. 4.020

# SERVICE CHARGES

Limitation of Initial Source: A \$28,000,1200 service charge will be made for an until consection.

Recommence Charge A \$12,0455.00 Recommenter Charge will be made for the recommenter of service after flavorancemen for improvement or violation of a rule or regulation.

to make first the commodest of an existing account.

A Returned Formant Charge as allowed by Florida Statute (8.665 shall apply for each check or draft dislocutored by the bank agent which it is shawn. Termination of service shall not be made for Billing to pay the Returned Payment Charge.

Charges for nervices that and resident which are unpeal as of the past that that sate subsect to a Late Payment Charge of the general \$5.00 or 1 We applied to any past that install habites of all accounts except the accounts of fathers, mad what processes against and manuscriptions. A Late Payment Charge shall be applied to the accounts of fathers, and except processes and manuscriptions of a payment charge shall be applied to the account of fathers, and except processes, and manuscriptions of a payment processes and manuscriptions of a payment plant that who can and manuscription of a payment plant that who can and manuscription the law.

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FM, any make the Reconnection Charge, formed Payment Charge, Lets Payment Program of Field Charge (in Congress affected by minute these or through particles of shallested communications of once in any treate (12) ments payed for any formers who mould observate have been a substituted payed for any former than a special observate have been payed for a state of the sta

# CLASSIFICATION ISSUED FOR AUDITORIUGES

Residential Decling Units

The Constant of Latin and the control of the Contro

Commenced Company Service Industrial

There is no charge for content after apprecions and so view (Business Energy Services).

Issued by: S. F. Romin Have Cohen, Senior Director, Regulation Bales, Cost of Service and Systems Director, Released Locale Effective: January 1, 2018

Cancels Seventi Nivals Revised Sheet No. 4,030

# TEMPORARY/CONSTRUCTION SERVICE

## APPLICATION

Fur temperary electric arrace is certainly lone such as form, exhibitions, construction projects, displays and similar invalintaria.

# SERVICE

Single phase or flow phase, (ii) lente at the available standard secondary distribution whitage. This service is available only when the Company has existing expectly in lines, transformers and other equipment at the required point of delivery. The Contener's service entrance electrical earlier shall not exceed 200 Amp expany.

# CHARGE

The non-retundable charge must be paid in advance of installation of such faudities which shall include service unit metating equipment.

histalling and removing overhead service and eseter

EDITORIAL AL

Connecting and disconnecting Contoner's service cable to Computer's direct-based inderground technics including installation and primarily diffusition.

FEBRUARIST CO.

# MONTHLY RATE

This temporary service shall be billed under the appropriate rate schedule applicable to service only general service and endestrial type installations.

# SPECIAL CONDITIONS

If specific electrical service other than that stated above is required, the Company, at the Customer's request, will provide such service based on the estimated cost of labor for installing and removing such additional electrical equipment. This estimated cost will be payable in advance to the Company and subject to adjustment after removal of the required facilities. All Temporary/Construction services shall be subject to all of the applicable Rules, Regulations and Tariff charges of the Company, including Service Charges.

Issued by: S. E. Romig Director, Roles and Turiffs Liffany Cohen, Sening Director, Regulatory Rates, Unit of Service and Systems, Effective: January 1, 2018

Fifth Revised Sheet No. 4.040 Cancels Fourth Revised Sheet No. 4.040

# BUILDING ENERGY RATING SYSTEM (BERS)

# RATE SCHEDULE: BERS

#### AVAILABLE:

Available to FPL Residential Customers with single family homes, excluding mobile (manufactured) homes.

# APPLICATION:

For existing homes, upon request, a State Certified Rater will perform an on-site energy inspection and provide a BERS Certificate using the Florida Energy Code Whole Building Performance Method A.

For new homes, upon request, a State Certified Rater will provide a BERS Certificate using the Florida Energy Code Whole Building Performance Method A.

#### DEFINITIONS:

Existing home: A completed residential occupancy building for which a certificate of occupancy or equivalent approval for occupancy has been issued

FLORIDA ENERGY CODE WHOLE BUILDING PERFORMANCE METHOD A: This method allows the consumer to compare the energy efficiency of their home with a "buseline" house of the same size and in the same region of the State.

A/C DUCT PERFORMANCE TEST. A process that tests the integrity of the A/C system and the air ducts system.

# Types of BERS rating available:

- Class I An energy rating utilizing the Florida linergy Code Whole Building Performance Method A using data obtained in an on-site energy inspection. An A/C Duct Performance Test will also be done.
- Class 2 An energy rating utilizing the Florida Energy Code Whole Building Performance Method A using data obtained in an on-site energy inspection.
- Class 3 An energy rating utilizing the Florida Energy Code Whole Building Performance Method A using site plans and construction documents. This class is applicable for new homes only.

(Continued on Sheet No. 4 041)

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

Effective: March 7, 2003

Fifth Revised Sheet No. 4.041 Cancels Fourth Revised Sheet No. 4.041

(Continued from Sheet No. 4.040). Schedule of fees: The following fees are for a home of less than or equal to 2000 sq. ft. under air. New Home Existing Home Class 1 -\$555 \$555 (includes A/C Duct Test for one sir handler) Note: For homes greater than 2000 sq. ft., add \$0.08 per square foot. For more than one air-hundler add \$35 per additional air handler. \$480 Class 2 -\$480 Note: For homes greater than 2000 sq. ft. add \$0.0% per square foot above 2000 sq.ft. Class 3 -\$75 Not Applicable Note: For homes greater than 2000 sq. ft. add \$0.09 per square foot above 2009 sq.ft: In addition to the charges above, a registration service fee will be added as set by the State of Florida Department of Community Affairs approved Registration Agency Terms of Prement. The fee shall be payable as follows: Existing homes - upon request or prior to the on-site energy inspection. New homes - upon request or on the delivery of the construction plans and documents.

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

Effective: March 1, 2010

First Person Short No. 1050 Cancels Original Short No. 4350

# ACCUMULATION OF THE PROPERTY OF

# ATTENDED AND ADDRESS.

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#### RESPARATE DE

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# LEASTING OFFICERS

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# FRAME AND CONCUTTURES.

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## TERM OF SERVICE

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First Second Revised Sheet No. 5.010 Cancels First Revised Digital Sheet No. 5.010

# TECHNICAL TERMS AND ABBREVIATIONS

Afternating Current - An obstruct Current that revenue the determination of the contest at regular intervals-

Ampere - The land used to meintare an electric outrest or the rate of flow of electricity in the circuit.

Ansiliary Meter - A meter used with other metering equipment to measure the service used by a contomir.

Average Power Factor - The ratio of real energy in followalt-hours to apparent energy in followell-impere-hours, over a given time period.

British Thermal Unit (Blai) - The spaning of best required to rose the temperature of one possed of water one degree Fabrarhest

Circuit Breaker - A device designed to open, under absenced quadrities, a surrest-carrying crossit without equity to result

Cody - A compilation of definitions, rules and requirements concerning the installation, operation and maintenance of all types of electrical wrings, equipment and devices. The "National Electrical Code" is the standard of the National Board of Fire Underwiners for Electric Wining and Apparatus as recommended by the National Fire Association and approved by the American Standards Association In addition, local codes have been adopted by national countries and numericalisms.

Cycle - A period of alternating electric current

Generalise Deposit - A sum of eroney or guarantee to secure the payment of bills when heavice is term mated

EST - Froign Stream! Tand

KBovolt-Ampere (kVs) - The unit of apparent electric power equal to 1,000 yet-imperes. The product of yets and amperes gives voltamperes.

Kilovoli-Ampere-Hour (kValir) - The product of apparain power in leve and time measured in house

Kilowatt (kW) - The united <u>and in actors</u> electric power equal to 1,600 wants (the term "hirsepower" is equivalent in 746 wants). Power is the rate of doing work. The product of imperes and volts gives writts in an abstracting current creats having entry power factor.

Kilowatt-Hour (kWh) - The unit of real in active electric work or energy equal to that done by one kilowatt acting has one hour, the unit of electric energy, the product of power measured in kilowatt and time measured inhours.

Load Vactor - The ratio of the average level to the miximum lead occurrence or a corresponding the artest use of placement as a processage of the maximum possible less of the equipment as a processage of the maximum possible less of the equipment as a processage of the maximum possible less of the equipment as a processage of the maximum possible less of the equipment as a processage of the maximum possible less of the equipment as a processage of the maximum possible less of the equipment as a processage of the maximum possible less of the equipment as a processage of the maximum possible less of the equipment as a processage of the equipment as a pro

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# FLORIDA POWER & LIGHT COMPANY

Causely First Revised Greened Short No. 5,920 Causely First Revised Greened Short No. 5,020

# FECHNICAL TERMS AND ABBREVIATIONS (Continued)

Lancer — A control arrange of the total assessed of conductive and tell by a second, the research of high light conductive and the conductive and a finite than a distribution of the conductive and the co

Metering Equipment - More, and often supplementary and essented devices receivery to measure the electric arranchingle Continue.

Month - An nilevial between accommo regular meter reading dates, which mine of min by 30 lines made at few

Older - The grant of electrical resources, the resistance of a count to which a potential difference of one will probbate a country of one ampero

Point of DeScript — Despose — and proceed to the new wife free copy and the second management lend by a copy in the relation — The point second first in the second first the form of the form of the second first in the second f

Power Factor - The ratio of active of real power in kelorically to apparent power at knowledgemetries, or, a W&Va. Follow factor is a offen expensed in personal e.g. unity power factor in 1886 power factor.

Reselver Kilomait. Ampere (kVar) - The course course many of appeared electric passes on particular to the property of the passes of the passe

Service - Proves and energy required by the Consoner unit in addition, the restances and artifly on the part of the Company in formula power and energy to the Contents.

Single Phose - Pertaining to a corrult energiand by a smaller distributing electrometric force

Subsector: A money remailed beyond the regular major to execute 4 part of the Concentral and Administra for the purpose of solding to otherwise disposing of electric service to bessees to other are not permitted.

Temporary Service - Service required for a short period of lang, status, as for lane, construction projects, compared to the

Herer-Plaser - Pertaining to a combination of three current energized by alternating electromotive forces that differ in phase by 120?

Vall - The unit of electric forty or pecsson, the electromotive force which will produce a course of one ampere when applied to a consideror whose restrance is one older. Voltage to the force or pressure necessary to three electricity through scircus:

Watt - The unit of real or next to electric cower, the rate of work represented by a current of one umpere under a pressure of one tolk in a curain having unity power factor.

Watt-Hour- The unit of trail as active power electric energy, the work done in one hour at the steady rate of interwatt

Ninth Revised Sheet No. 6.001 Cancels Eighth Revised Sheet No. 6.001

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Issued by: S. F. Romig, Director, Rates and Turiffs Effective: January 26, 2006

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		(Contrased from Shirt No. (600))	
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Issued by: Illian Calan, Septer Hereine, Rendature Rates, Cost of Service and Systems S. L. Homas, Director, Rates and Tariffue Effective: Checker to, 2003

Fourth Revised Sheet No. 6003

#### FLORIDA POWER & LIGHT COMPANY Cancels Third Revised Sheet No. 6.003 (Continued from Sheet No. 6 002) GENERAL RULES AND REGULATIONS FOR ELECTRIC SERVICE. Sheet No. 10.3 Underground Distribution Facilities for Residential Subdivisions and Developments 6.100 10.3.4 Availability 6.100 Centribution by Applicant 10.3.2 6.100 Contribution Adjostments 10.33 6.110 10.4 Underground Service Laterals from Overboad 6.120 Electric Distribution Systems New Underground Service Latenda 10.4.1 6.126 10.42 Contribution by Applicant 6.120 Contribution Adjustments 10.43 6.120 10.5 Underground Service Laterals Replacing Existing Residential. Overhead Services and Underground Services 6.130 10.51 Applicability 6.130Routingement of Service Entrance 6.130 10.52 Trendung and Conduit installation 6.130 10.53 10.5.4 Contribution by Applicant 6.130 10.6 Underground Service Distribution Facilities to Multiple-Occupancy Residential Buildings 6.140 1.0.01 Availability 6.140 10.62 Contribution by Applicant 6.140Responsibility of Applicant 10.63 6.140 Responsibility of the Company 10.6.4 6.140Service Voltages 10.6.5 6.150 6.199 11 Installation of New or Upgraded Facilities Gound 6.19911.1.1 Contribution-In-Aid of Construction (CIAC) 6.199 CLAC True-Up 6.199 Promition of CLAC 11.1.3 6.200 11.2 Installation of Underground Electric Distribution Facilities for New Construction 6.200 11.2.1 Distribution System 11.2.2 Application 6.200 6.200 11.23 Contribution in Aid-of-Construction (CIAC) 6.200 11.2.4 Non-Refundable Deposits 6.200 11.2.5 Non-Binding Cost Estimates 6.210 11.2.6 Underground Distribution Facilities Installation Agreement 6210 11.2.7 6.210 Ensomembe 11.2.8 Early Notification and Coordination 6.210 11.29 Changes to Plans, Layout or Grade 6.210 11.2.10 Location of Distribution Fundrites 6.210 11.2.11 Other Terms and Conditions 11.2.12 Type of System Provided 6.210 6.220 11.2.13 Design and Ownership 6.220 (Continued on Shurt No. 6.004)

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

Effective: October 30, 2007

#### Cancels Fund Title Revised Short No. 6,004 Cancels Fund Third Revised Short No. 6,004 FLORIDA POWER & LIGHT COMPANY (Contract from Shad No shift) GENERAL RULES AND REGULATIONS FOR ELECTRICSERVICE Short Sci. Installation of Underground Electric Distribution Facottics for the Conversion of Overhead Electric Distribution Facilities 6300 Definitions 6.300 12.1 12.2 General 6.301 12.2.1 6.301 Application 12.2.2 Contribution in-Aid-of-Construction (CIAC) 6.301 12.2.3 Non-Redandable Deposits 6.310 12.2.4 Non-Binding Cost Estanates 6.310 12.2.5 Underground Facilities Conversion Agreement 6.310 Similarmon Commiss of Other Pole Liomes 12.2.6 6.310 12.2.7 Essentiti 6.310 12.2.8 Affected Costomer Services 6.320 12.2.9 Other Terms and Couliforn 6.320 Type of SystemProvided 12.2.10 6.330 12.2.11 Design and Ownership 6.33012.2.12 Relevation: 6.330 Supplement to General Rules and Regulations for the Installational Underground Electric Distribution Excitation to Serve Small Fam model General Nervice/Industrial Customers 17.400 131 Definitions Lindaground Dembation Facilities to Small 132 Lateral Special Industrial Conference 0.300 0.24 6.300 132 T Early Notification and Coordination **5.30**F 43.2,3 Charges to Plans, Layret or Ciride 6 500. 13.2. 1. Type of SystemProvided. 0.500 Design and Ownership 0.500 13.2-5 Region of Way and Essenting 13.2 % 6.506 (32.7 Compliance and Credite w.510 132.8 Location of Cliebshopou Excliding 0.5[0 (52.8) Special Credition 8.500 152.10 Point of Dalivery n.bin 112.11 Loopins of Mates and Raspinsy 8516 0.212 Comstution by Applicant 4,529 # ST) 13.243 Control robon Adjustments:

Jacob By: Hillant Colon, Separ Objector, Regulatory Raise, Cost of Service and Nessean S. L. Ramin, Director, Raise and Family Effective: August 27, 2013.

Fieldle Vinite Revised Sheet No. 6.010 Cantrib Fighth Seconds Revised Sheet No. 6.010

### GENERAL RULES AND REGULATIONS FOR ELECTRIC SERVICE

# OVEROUS NOTION.

These Control Rolles and Regulations are a part of the Company's Tariff, covering the terms and terralisation under which Electric Service is supplied by the Company to the Customer They are supplies under Nules and Regulations Governing Electric Service by Electric Utilities' esseed by the Florida Public Service Commission.

#### I SERVICE AUREEMENTS

- L1. Application for Service Service may be obtained upon application Usually all that is required in the service application in form of intentification acceptable to the Company, and the posture of a management.
- 1.2 Information Needed. To provide service promptly the Company will need the epidiann's mane, telephone market and address including the street, based number for apartment market), or the remainful me with/more with lot and black numbers. The types of identification requered upon application for actives as said social accusity number, see admitted numbers driver a horner limit contained or any attention of identification number. On new or changed numerations, the Company will also must be know the equipment that will be used. The Company will advise the Company is to whether the desired type of service is available at the designated location.
- L3 elargement 5-cm or in formulaed upon acceptance of the agreement or contract by the Company. Applications are accepted by the Company with the updentanting that there is no objection to people service other than the illumination of service then available at the point of delivery. A copy of any armen agreement accepted by the Company with be formulated to the applicant updentiquent.
- 1.4 Applications by Agents. Applications for service requested by Ferris particulates, as considered corporations, and finall be made only by duly authorized purions. When service is rendered under an agreement of agreements entered into between the Company and an agent of a principal, the use of such service by the principal shall constitute full and complete pathlication by the principal of such agreements or agreements.
- 1.3 Prox Indebiation: The Company may relate or discontinue service for feature to settle. It full, all prior subclandarias accurred by one Curromerio' for the same class at service at one one or more locations at each Customer(s). The Company may also refuse service to prior indebtodoes by a previous codomer provided that the current applicant or provided company the promises at the time the prior indebtodoes occurred and the previous customers to occurred and the previous customers to occurre the premises.
- Lis Discretization of Septics (1) Service may be discretized for relation of the Company under or by actions or fineth made by a customer or anythe on the customer's premises, which are relationship personned by a unity amployee in violent or unusis, after affording the Company services represently at comply with said rules, and/orthe customer agrees to rease from any further act of violence or made condition, and/orthe customer agrees to rease from any further act of violence or made condition, and/orthe customer's personnel to the company believes a diagnosis condition exists on the Circumstra personnel service transportation of the discretization of the Circumstration of the control o

(Commond on Short No. 9 01 I)

Issued by R. G. Steering, Discount, Name and Cariffe I Many Cohon, Artific Discount, Regulatory Batts, Lord of Structure Infective: Admin 5, 2008.

First Revised Sheet No. 6.011 Cancels Original Sheet No. 6.011

#### FLORIDA POWER & LIGHT COMPANY

### (Continued from Sheet No. 6.010)

1.65 Medically Essential Service. For purposes of this section, a Medically Essential Service Customer is a residential customer whose electric service is medically essential, as affirmed through the certificate of a doctor of medicale intensed to practice in the State of First-Service is "medically essential" if the customer has a medical dependence on electric-powered organization that must be operated continuously or as circumstances require as specified by a physician to avoid the loss of life or immediate hospitalization of the customer or another permanent resident at the residential service address. If continuously operating, such opposets shall medicalle but is not limited to the following oxygen concentrator or a ventilator respirator. The physician's certificate shall explain briefly and clearly, in non-medical terms, why continuance of service is medically essential, and shall be in the form of tariff sheet no. 9.930. The customer seeking designation as a Medically Essential Service Customer shall complete as application in the form of tariff sheet no. 9.930. A customer who is certificate as a Medically Essential Service Customer must renew such certification periodically through the procedures outlined above. The Computy may require such renewed certification to more frequently than once every 12 months.

The Company shall provide Medically Essential Service Customers with a limited extension of time, not to exceed thirty (30) days, beyond the date service would normally be subject to disconnection for non-payment of bills (following the requisite notice pursuant to Rule 25-6 105(5) of the Florida Administrative Code). The Company shall provide the Medically Essential Service Customer with written notice specifying the date of disconnection based on the limited extension. The Medically Essential Service Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for services provided by the Company and for which payment is past day, or to make other arrangements for meeting the modically essential needs.

No later than 12 moon one day prior to the scheduled disconnection of service of a Medically Essential Service Customer, the Company shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date. If the Medically Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such customer or other whilt resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4 PM of the day prior to scheduled disconnection. If contact is not made, however, the Company may leave written notification at the residence advising the Medically Essential Service Customer of the scheduled disconnect date, thereafter, the Company may disconnect service on the specified date. The Company will grant special consideration to a Medically Essential Service Customer in the application of Role 25-6 097(3) of the Florida Administrative Code.

In the event that a customer is certified as a Medically Essential Service Customer, the customer shall remain solely responsible for any backup apapment and/or power supply and a planned course of action in the avent of power outages. The Company does not assume, and expressly declaims, any obligation or duty: to monitor the health or condition of the person requiring medically essential service, to insure continuous service, to call, contact, or otherwise advise of service interruptions; or, except as expressly provided by this section, to take any other action (or refining from any action) that differs from the normal operations of the Company.

1.7 Reinforsement for Extra Expenses. The Customer may be required to numburse the Company for all extra expenses incurred by the Company on account of violations by the Customer of agreements with the Company or the Rules and Regulations of the Company.

### 2 SUPPLY AND USE OF SERVICE

2.1 Service Service includes all power and energy required by the Customer and, in addition, the readiness and shifty on the part of the Company to furnish power and energy to the Customer. Thus, the mainfeature by the company of approximately the agreed voltage and frequency at the point of delivery shall constitute the rendering of service, irrespective of whether the Customer makes any use thereof.

(Continued on Sheet No. 6.020)

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

Effective: November 15, 2002

Essein Eleverallo Revised Short No. 6.020 Carriels Lenth Ninth Revised Short No. 6.020

#### (Command from Sheet No. 6 (18))

- 2.2 Availables of Spring. The Company will supply electric attricts to any applicates for survive throughout the investor gray 8 across of the Company's facilities be required, on Company will pay for the nost where partified in the Company's qualities be required, on Company will pay for the nost where partified in the Company's opinion, by revises to be second, becomes, the Company's opinion, and an advances of the control payment of control of controls. If finances is and of control on the company's opinion, the company any originate and payment on and of controls. If finances is not as a control on the type of manifestor in the terror, the Company any originate on an object control of controls of the payment of the type of manifestor in the correction will be calculated as accordance with applicable rates and regulations of the Planta Politic Service. Commission II the calculated on the Control of the Company and the control of the Planta Politic Service. Commission II the calculated the Control of the Control of the Control of the calculated of the control of the calculated the control of the c
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- 14 Cherolit of Smith. Alternating current is supposed in a preparational current current strategy with trades for small place in the second of the second current strategy and the second current strategy and the second current strategy and the second second current strategy and the second second current strategy and the second second current of second current strategy. The Company and the second second current of second second current second secon
- Company of Sarch. The Company will configurate the former of all terms to prove the company of the might remain very ment that not be both to the Company of the Company of
- [4] Temporary Services Temporary strains orders we service emporary for a minute property of the confidence of the confi
- "The learner to Conseque The Contents and transvery, and there and an least the Contents to the content of the least the Contents of the Institution and the office of the Institution and the office of the Institution and the office of the Contents of the Institution and the office of the Institution and the office of the Institution of the Institution and the office of the Institution of th
- 2.71 Indensity to Company Governmental. Notwithstanding saything to the contrary in the Company's tasiff, including these General Rodes and Regulations for Electric Service. the Company's Rate Schoduler, and its Standard Forms, any obligation of indensification therein required of a Customer, Applicant, or GF, that is a governmental entity of the State of Florida or political subdivision thereof ("governmental entity"), shall be read to include the condition "to the extent permitted by applicable law."
- 1.8 Accord to Promise. The shifty authorized agents of the Company shall here rath accord to the purpose of the Contenue at all reasonable hears for the purpose of sentaling, maintaining, and impecting or manufage the Company's property, reading maters, trimming trees within the Company's comments and rights of way, and other purposes accident to performance under or termination of the Company's agreement with the Contenue, and in such performance under or termination of the Company's agreement with the Contenue, and in such performance shall not be liable for tempors.
- 2.9 Right of Way. The Contours shall great or cause to be granted to the Company and without cost to the Company all rights, enuments, permits and privileges which, in the optaion of the Company, are necessary for the rendering of service to the Contours:

### 3 LIMITATION OF USE

1.1 Results of Service Problemed. Electric survice received from the Company shall be for the Customer's own use and shall not be special. Where and sold not required make Sub-service (5) of Service 25-4 049 (Measuring Contours Service) of the Florida Administrative Code and material in minimum contours provide appetitement materials, including sale materials may be used in the Contours Table 5 to the propose of allocations the cost of the shall be the Contours and by the Contours the Service (5) to the propose of the sale of the set of advances or any other advances by the sality, tender based on the use of advances or any other advances in an advance or any other advances in advances of advances of advances or any other advances in advances which provides the Contours the the Contours the the Contours advances to the sale of the contours advances of advances or any other advances of advances of advances of advances of advances of advances of the sale of the sale

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- (2) Startic variety is "reside" when imposes electric orders are used in charge transmit, leaves or other control more than 6 programmes more of the Control of modify (46).
- (i) The term, "cost" to shall have comes only those charges specifically authorized by 0 M. I for IX, actualizes that not threshold to the controller, decision, appears and respectively. For the property of except and property of except and property of except and property of except and the controller appears to the controller appears to the property of the controller appears in the distribution of the controller of the controller appears in the distribution of the controller of the controller appears in the distribution of the controller of the controller appears in the distribution of the controller of the controller appears in the distribution of the controller appears in the controller appears and the controller appears in the controller appears are appears and the controller appears are appeared appeared appears and the controller appears are appeared appeared appears and the controller appears are appeared appeare

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Issued by Tilliam Cohen, Spains Marchen, Regulators Bates, Cont of Service and Systems & C. Romay, December than and Contille Effective: Non-purious 1, 2000

Concels Seventh Both Revised Sheet No. 6.830.

(Common then Shurt No. 6 670)

- 3.2 Open Change. The Coelemen may not build or exhand his her lines access or under a street, allow, court, avenue or other way to study to formals service for adjacent property in course by the Coelement, under to other way to study and adjacent property a control by the Coelement, under the study content and other than the Coepesty. Consent may be given when each adjacent properties are operated as one uniqued onto under the same trains. So compares on parts of the same business.
- 5.3 Unsubproved Line of Signature. In case of any manufactored nemerous, raise, companies of offer disposition of survives, the Communical nemerous in subject to discontinuation used such nemerous numbers of survives and succeeding the survives and survives and succeeding the survives and survi
- 5.5 Companies Maria Microsa Problems. When comment we correctly separatly served by the Company is individual accounts and receive service from the Company collectively through a single meter account tables the menting combined service account to me which could be served by one meter in accordance with Rule 25-6-049 Section (5) of the Florida Administrative Code.

#### 4 CUSTOMERS INSTALLATION.

- 4.1 Continue's Installation. The Continue's installation consists of and includes all wises, outcome, ewitches and applicances and apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing electric service for any purpose, (excepting meters and associated equipment), ordinarily located on the Contoner's rule of "Point of Delivery," and including "Service Entrance Conduction," whether such installation is owned outright by the Contoner or used by the Contoner under lease or otherwise.
- 4.2 Type and Maintenance. The Customer's wires, apperatus and equipment shall be relected and used with a view to obtaining the highest pearticable power factor, and shall be installed and maintained in accordance with standard practice, and in full compliance with all applicable laws, codes and governmental and Company regulation. The Customer expressly agrees to utilize no appearatus or device which is not properly constructed, controlled and protected, or which may adversely affect service to others, and the Company reserves the right to discontinue or withhold service for each appearatus or device.
- 4.) Change of Customer's lumilation. No changes or increases in the Customer's installation, which will materially affect the operation of any portion of the distribution system or percenting plants of the Company shall be made without written constant of the Company. The Customer will be liable for any damage resulting from a violation of this rule.
- 4.1 Inspection of Customer's Installation. All Customer-council electrical installations or changes should be inspected upon completion by a competent inspecting authority to insure that wiring, grounding, features and devices have been installed in accordance with the National Electrical Code and each local rates as may be in effect. Where governmental inspection is required by local rates as entire to the Company cannot render service until each impaction has been made and formal notice of approval has been received by the Company from the inspection, authority. Where governmental inspection is not required, and before service is madered by the Company; the Company from the inspection writing, that each electrical installation has been inspected by a Semined electrician and is in compliance with all applicable rates and order in affect. Thereafter, acceptance and receipt of service by the Comman shall constitute certification that the Customer has not all inspection requirements, complied with all applicable codes and rates and, subject to section 2.2 Indemnity to Company, or section 2.31 Indemnity to Company Dovarnmental, FIS, is Consent Bulleting and Regulations, the Customer releases, holds harmless and agrees to indemnify the Company from and against loss or highlity in connection with the provinces of electrical services to or through such Customer-covered electrical installations. The Company reserves the right to impact the Customer's installation prior to rendering service and from time to time thereafter, but measures no responsibility whatsoever for any portion factored.
- 4.5 Electric Generation. Improper connection of a Customer's generator (or other source of electric nervice) with the Company's facilities may energize the Company's lines and endanger the lives of the employees, agents or representatives of the Company who may be working on them. Furthermore, such improper connection can artisately demage the Customer's wiring and generator to relate to great agents these disagrees, the Company will pur connect its artises or a Customer's testing whose generators are located unions the turing conferent to the Company's reconstruction.
- Ly Moregony Parallel Operation. Permissible and available in all assessments appeared by the Company for chartle service to any Communication and point of individual service to any Communication of the Contractive Local (i) are supplied or supplemental. Some the Contractive parameters operate assessmentally in parallel with the Contractive special assessmentally in parallel with the Company's system to enable the Contractive to be all from the Contractive to the Contractive to enable the Contractive to the Contractive to the provide the contractive to the contractive to the provide the contractive to the provided by the Contractive to the Contractive to the applicable settle parameters to the contractive at the applicable settle parameters to enable the Contractive to the Contractive system industrial the Contractive to the Contractive

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

#### FLORIDA POWER & LIGHT COMPANY

#### 5 COMPANY'S INSTALLATIONS

- <u>S.1 Protection of Company's Property</u> The Costomer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's wiring, meters, and apparatus.
- 5.2 Damage to Company's Property. In the event of any loss or damage to property of the Company onseed by or arising out of circlements, neglect or missue by the Customer, the cest of making good such loss or reporting such damage shall be paid by the Customer.
- 5.3 Relocation of Company's Fusibles. When there is a change in the Contenne's operation or construction which, in the judgment of the Company, makes the relocation of Company's facilities necessary, or if such relocation is suggested by the Customer, the Company will move such facilities at the Customer's express to a location which is acceptable to the Company.
- 5.4 Attachments to Poles. The use of the Company's poles, wires, towers, structures or other fischines for the purpose of finitesing or supporting any radio or television senials or other equipment, or any wires, ropes, signs, business 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 therefore.
- 5.5 Interference with Company's Furifician. The Customer should not allow trees, vises and abults 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 tim 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 cubbes when specifically authorized by and arranged with the Company.
- 5.0 Unobstructed Access to Company's Familities. 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 report and maintenance as a safe, timely and costs efficient manuer. The Contoner is responsible for containing the Company for guidance before constructing any items which may obstruct the Company's access. Such stems include, but are not limited to, building, additions, decks, points, pools, fences or pavings. Relocation of the Company's facilities, as provided in Section 5.3 of these Rules and Regulations, may be necessary. Should as stem interfere with access to Company facilities requiring repair or maintenance, the Company will explore with the Customer all alternatives deemed familie 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, purcount 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 Seconity Deposit/Quaranty.

- Before the Company renders service, or upon termination of an existing Unconditional Guaranty Contract, or a surely bond or an irrevocable bank letter of credit, each applicant will be required to provide:
  - a) a Security Deposit consisting of cash, surely bond, or irrevocable bank letter of credit, or
  - b) a guaranty satisfactory to the Company to secure payment of bills; or
  - information which satisfies the Company's application requirements for no deposit.
- (2) a) New service Requests If a Security Deposit is required, the Security Deposit for a new service request shall be based upon no more than two months of projected charges, calculated by adding the 12 months of projected charges, dividing this total by 12, and analogolying the result by 2. After the new account has had continuous service for a twelve (12) month period, the amount of the required deposit shall be recalculated using actual data. If an excess deposit is identified by this recalculation, the difference between the recalculated deposit unit the deposit or hand will be credited to the account. If the recoloulated amount indicates a deficiency in the deposit held, the utility may bill customer for the difference. Each applicant that provides a guaranty, surety bend, or an irrevocable bank letter of credit as a Security Deposit must enter into the agreement(s) set forth in Turiff Sheet No. 9.400.9.401 in 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 Short No. 6.050)

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

Effective: June 5, 2017

Seventeenth Revised Sheet No. 6.050 Cancels Sixteenth Revised Sheet No. 6.050

### (Continued from Sheet No. 6.040)

- 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-escrib period immediately before the date any charge 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 sharpes, 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
- 6.2 Depose integest. 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 induit service.
- 6.21 <u>Residential Diposits</u>. Simple interest at the rate of 2% per amount will be paid to residential Customers for each deposits when held by the Company.
- 6.22 Netroidenial Diposite. Simple interest at the rate of 2% per annum will be paid on each deposits of norroidential customers blowever, simple interest at the rate of 3% per annum will be paid on each deposits of norroidential 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 expension of 20 days from the date of making or delivery by the Company), b) paid with a check refused by a bank, c) been deconnected for nonpayment at any time, d) tampered with the electric meter, or e) used service as a franchisant or smootherized manner.
- a.3 Refund of Cash Deposit Relaxes of Other Security or Charants. After a resolution Castomer has established a period of not less than 23 menths, the Company will no longer require a Security Deposit or guaranty for that account, provided the Castomer has not, in the preceding twelve (12) months a) made more than one (1) has payment of the hill (after the expansion of 20 days from the date of mailing or delivery by the Company), b) paid with a chock refused by a bank, c) been disconnected for non-payment, or, at any time-d) tempered with the electric mater, or e) used service in a financial or a mantherized materia. When the Company is longer requires a Security Deposit or guaranty because the residential Customer meth those terms or because the Customer deservice the account and the Company has received find payment for all bills for service resourced at the account will be released from that obligations to the Company. Cash deposit receipts are not negotiable or transferable and the deposit is refugable only to the Customer than a control of the company point a showing of proper identification by the person seeking the reliand that the individual is the Customer whose name appears on the service account.
- 6.4 Transfer of Security Deposit/Guerarty. A Customer inswing 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 move or less than required by Rule 0.1 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 either into a new guaranty contract (Tariff Sheet No. 9.400 or 9.410) for the new service address.

### T BILLING

# 7.1 Milling Periods

- 7.11 Engelar Bills. Regular bills for service will be rendered monthly. Bills are due when tendered and shall be considered as received by the Contour when delivered or mailed to the service address or some other place montally agreed upon.
- T12 Promised Bill. If the billing period is less than 23 days or more than 33 days, the bill will be promised pursuant to F.S. 360.08(1) (b). A billing period that exceeds 33 days will be calculated as a separate standard billing period as referenced in section 7.13 of FPL's German Rule and Regulations Tarriff. A separate bill calculation for the committing kWh consemption with begin with the application of the lower transfer and Should service be discremented within less than a mounts from date of correction, the amount billion to be less than the regular mountly maximum bill.
- 7.13 Mergh. As used in these Rules and Regulations, a month is an interval between successive regular mater reading dates, which interval may be 30 days, more or less.

(Continues in Sheet No. 6.052)

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

Effective: June 5,2017

Cancels Second First Sheet No. 6.082

(Commune from Suset No. 6.051)

# 1.14 Baller Guing

1.111 Bendeshal. Any residential Computer who has no delinquent believes with the Computy in digitals to participate or the Bodiest Billing Plan Societied below the RS-1 rate billings in Community prescipation in the Bodiest Billing Plan by FPL (Fine Contents subject to collection within on the service second. One is Contents's prescipation in the Bodget Billing Plan has toposited by the many not reprint the Bodget Billing Plan has toposited by the many not reprint the Bodget Billing Plan has toposited Billings Plan will be solded by the availability.

Under the Budget Billing Plan, a Customer is billed moreful; on a levelight decompation have some than on the base of current assumption. The levelight amount is determined by averaging the last 12 mortely billings for the process. Or the average of all available inting bashey, whichever is loss, and appropriate the and appropriate adjustments. If the Customer has not resulted in the process of 17 months, the Customer amounty billings plan the process amount belongs will be used. Any difference between the two-dupd amount and the paging bill amount is added to a deformed belong. The current levelend amount, a deposted and mount by adding the deformed belongs adjustment, which is calculated by devicing the corner deformed belongs adjustment, one obtained amount, pass the deformed belongs adjustment, consistants the current month's Budget Belling amount. Customers on the Budget Billing Han will receive the following adjustments on their executity bill current consumption and accounted charges, the total budget bill charge, and the current area of the bill for one month. It is not budget bill charge, and the current of page 100 pages 100 pag

If the Control participation in the Barled Billing Plan is terminated, any intensit in the deferred balance which the Control rows to FPL will be fulled to the Control recording to the terms of Section 7.9, any amount in the deferred balance which is count to the Control will be conduct against any controlling billed amounts, and any remaining balance will be conduct against the Controller billings or comment upon request. Controllers who installer the location of their service account within 174/4 service terms of their the tillet or could balance transformed to the new service address.

7.14.2 Non-residential. Any GS-1 or GSD-1 Customer who has no delinquent balances and has been at the same location for 12 consecutive months with the Company is sligible to participate in the Budget Billing Plan described below for GS-1 and GSD-1 rate billings. However, GS-1 or GSD-1 Customers that cent electrical facilities from the Company under a Facility Rental Service Agreement will not be eligible to participate in this Budget Billing Plan. Additionally, GSD-1 customers taking service under the Seasonal Distance Time of Use Rader will not be eligible to participate in the Budget Billing Plan. A Customer may terminate participation in the Budget Billing Plan at any timer and may be terminated from the Budget Billing Plan by FPL if the Customer Necestes subject to collection action on this service account. Once a Customer's participation in the Budget Billing Plan has terminated be she may not rejoin the Budget Billing Plan for reserve (12) months following the date of termination. Each eligible Customer not on this Budget Billing Plan will be notified annually of the availability.

Under the Budget Bill Plan, a Customer is billed monthly on a levelized consumption basis rather than on the basis of current consumption. The levelized amount is determined by averaging the last 12 monthly billings for this position and applying the current GS-1 or GSD-1 rate and appropriate adjustments. If the Customer has not received discrice service at the promise for 12 consecutive months, the Customer is not alignible to perticipate in the program. Any difference between the levelized amount and the regular bill amount is adjusted to a deferred balance. The current levelized amount is adjusted each month by adding the deferred balance adjustment, which is calculated by dividing the current deferred balance total by 12. The levelized amount, plus the deferred balance adjustment, constitutes the current monthly Budget Billing amount Customers on the Budget Bill Plan will receive the following information on their monthly bill current consumption and succeived clumps. By two budget bill charge, and the current before a formation of their monthly bill reserve a present that the perturbation of the current budget bill charge, and the current before a formation of their monthly bill reserve a presence of the property of the perturbation of the p

If the Colomer's participation in the Binger Bill Plan is terminated either at the logarst of the Costonics or the Costonics or the Costonics of the Costonics or the Costonics of the Costonics of the Costonics of the Billion Plan, any assessed in the deferred behave which the Costonics owns to EPI, will be billed to the Costonics according to the terms of Section 7.9, any amount in the deferred behave which is seend to the Conteners will be condited against any terminating belief apparent and any remaining belief will be credited against the Contener's finite billings or returned upon request Conteners who transfer the becauter of their entries appoint will be served, among all laws the debt or credit behave transferred to the new across address.

Issued by S. L. Romig I Mater Cohen, Sensor Director, Regulatory Kates, Cost of Sorrice and Systems Soveree, Rates and Farilly Effective, Aday 4, 2006.

Tenth Liverth Revised Sheet No. 6,060 Cancels Truth North Revised Sheet No. 6,060

- 2.11 pp. 1 pp. 2 pp. 1 pp. 2 p
- 1.7 See Experientials. Non-integral being the Landson shall are planted of discount the Continues with improve the property the formal discount.
- (i) to deep of transplant. When service used in parameted by imposts, the Company's account thereof shall be accepted and received at all these, places and counts as greater these evaluates of the quantity of electricity used by the Continues course in in established that the count is not accounts within the latter prochadily the Community.
- T.4 Apartment of Ente Schedules. Electric service will be resonanced by a single metaling invalidation for each point of delivery. The Computer will establish our point of delivery for each Customer and calculate the bell accordingly. Two or pure points of delivery shell be considered as sequentia services with bells separately calculated for each point of delivery.
- The Company may wight the measured Educate-Immand (bod) of a Contract to compensate for projection of an absorbed demand thred due to taying of electrically operated egosporate prior to general operation provided that the Contracts the Company is advance and exhaulter the northest of contracts the Company in advance and exhaulter the northest of contracts of contracts.
- 7.5 Optional Hast. Where a Chalutter is eigefule to take neverse of a grown incomes of two or from optional arts anticipies, the Company will, on respect, could in the telection of the most advantagement rate on an external local. If the Combane applies we extend the individual grad if a model are of the most or applicable, the Company well half on south effected actividual grad if a model are of the most or described and individual grades. As the contract of the most order random allowances, a Contract through model which a classic order to make another charge until an individual of two tractions.
- The Taxon and Change. All of the Company's ratio, including venuence and demand change and service generators, and dependent upon Federal. Stars, County, Obrascopii, Dietroc, and other Occurational trans, to cause the or other respectives, and stary be increased or a reachings added of and when the cost per hillowist hour, or per Customer, or per unit of demand or other applicable unit of charge, is increased because of an increase in any or all such tones, Scenes fees or other expectations charge shall be added to the bills of all Florata Policie Service Commission jurisdictional contents, as determined by the finishing agreements between Florida Power & Light Company and governmental arthorities. The charge shall be computed as a percentage of the bill for energy including find delivered within the function area, excluding separately stated taxon and the finishes charge steel? The charge shall reflect the estimated amount for manual function perment to that specified governmental authority is which the Contents's account is heated, plus adjustment for the gross receipts to mad the regulatory assessment for, and shall be corrected at least annually for any differences between the actual collections and actual payments.
- 7.2 Disconnection and Recommission of Service
- 2.71. Disconnection of Sarvine. When discontinuing electric service, Customers should notify the Company at least one (1) business day prior to the requested discontinuation date. Customers are responsible for all electric service used on the purmise until notice is received and the Company has bed a reasonable towe to discontinue service. A billing address should be provided to the Company for isomeror of the final billing electronal angles deposit refuse. When a Customer coders service discontinued, the Company may sak the Customer to open the main switch upon vocating the premises. This will allow the use of electric service until the time of departure and will insure that no energy as used or charges accross after the Customer leaves. As convenient, a Company employee will visit the premises to real the motor.
- 7.72 Recompetion of Service. A Customer who recomments service by closing the switch should give immediate notice floreof to the Company or that proper records may be minimizated. Should the Customer neglect to give such notice, the Company's representative will note that reconnection of well be recorded as of the date when the exists man closed. If this date consent be readily determined, reconnection shall be recorded as of the granuling meter quadrup that
- 2.5 Company Occupancy. When a charge of acceptancy taken place on any personne supplied by the Company with abstract service, notice shall be given to the Company and have then one (1) business day prior to the date of change. The outgoing purply will be held suppossible for all abstract resolutions and you such parameters until such action to received and the Company has had a constructed action in decoration action. However, if such reason has not been conserved by the Company prior to the date of charge, the accepted application of the necessiting occupant for the electronstructed actions to the prior acceptance of the electronstructed actions to the prior acceptance.
- 1.9 Delination (Siles for the when random) and become descripted (fiver paid writes treats) (20) days from the medium is ablivery date. Thereafter following five (2) exciting days marries toxics, service rang to description and the deposit against covered satisfactors of timbel. For purposes of this subsection, "working days" summing day on which the Company's bestimate offices and open and the 1.1 S. Mail or delicered.

Issued by Tillian Colum Septer Director, Paradators Rates, Cost of Service and Section S. E. Rousia, Director, Rates and Carilla Effective November 15, 2002

Caucely 1996 Fourth-Revised Sheet No. 6.061

# 8 METERS

- 6.1 Location of Motor. The Company will determine the location of and untital and properly counters at its own expense such standard mater or meters and metering equipment as may be necessary to message the electric service used by like Customer. The Customer will keep the meter location often of obstructions at all larges in order that the meter may be read and the instrument operation for meter placement from that designated by the Company on untital application for networks a different location for different location in acceptable to the Company, the Operation find in acceptable to the Company, the Operation of an existing in saled meter and the Company agrees that the different location it acceptable to the Company, the Operation of an existing in saled meter and the Company agrees that the different location is acceptable to the Company, the expense Contours shall pay the incremental cost of relocation that the different and different location.
- \$2. Setting and Removing Adelect. Notice but duty with reject agents of the Company or persons authorized by tan shall all or remove. Turn as in turn off, we make any thanges which will affect the accuracy of such meters. Exprecision to the Company's waters are to be made only by its analysis of such accuracy of such persons.
- 8.3 Institution of Localitational Line Contents with the content and metering expenses with the and common in the Company's rester or meters or exercised as an exercised and adjusted the Contents to control to descentionate of service procession makes the form of the adjustment of special adjustment to control to descentionate of service procession makes the form of the adjustment of special for expectation and the form of the adjustment of special for the for expectation and supporting principly of Special Contents and Special Contents and principles of the service procession and supporting for all principles are processed in the service of t
- L4 More Leas. (No Company employs every practicable mouse to maintain the continersal accuracy of its neglect before tests, and billing adjustments for inscurrate netters, are in accompany with the methods and procedure prescribed by the Ekrida Public Service Commissions.
- 8.3 Failure of Meter. When a creter tails, or part or all of the eleftring equipment is destroyed by any will be examited based upon the large and the control of the contr

### 9 SERVICE STANDARDS

These "General Rules and Regulations for Electric Service" include, by reference, the terms and provisions of the Company's currently effective "Electric Service Standards" on file with the Florida Public Service Commission and is available on request. The "Standards" are primarily concerned with the electrical facilities and related equipment prior to austallation and use. They explain the general character of electric service supplied, the meters, and other devices furnished by the Company, and the wiring and apparatus provided and installed by the Customer. The Standards serve as a guide to architects, engineers, electrical dealers and contractors in planning, installing, repairing or renowing electrical installations.

Issued by: 6. C. Monto J. Hays Coden, Senior Divertor, Regulatory Rules, Cod of Service and Systems Divertor, Rates and Tariffe.

Fifective: Juneary 1, 2017

Cancels Lour levels Telegraph Revised Sheet No. 6,080

# INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES TO SERVE RESIDENTIAL CUSTOMERS

#### SECTION IBJURITATIONS

The following, a code and times, when med to Societ 10, shall large the quantity to discha-

APPLICANT. Any prison, particular, association, expensions or accommental agency continuing or responsible for the tox deputies of a new addition of describes in exclusive.

BACKBONE - The distribution system excluding feeder and that portion of the service lateral which is on the lot being served by that service lateral

BUILDING - Any structure designed for residential occupancy, excluding a townhouse unit, which contains less than five individual dwelling units.

<u>CABLE IS CONDUIT SYSTEM</u> - Underground residential distribution systems where all underground primary, accordary, service and street light conductors are installed in direct buried conduit. Other facilities associated with cable in conduit, such as transformers, may be above ground.

COMMISSION. The Florida Public Service Commission.

COMPANY - The Florida Power & Light Company

DISTRIBUTION SYSTEM. Electric service facilities consisting of primary and secondary conductors, service laterals, conductor, transformers, and necessary accessories and appearements for the farmshing of electric power at utilization voltage.

<u>DWELLING UNIT</u> — A single unit providing complete, independent living facilities for one or more persons including permanent privations for living, shaping eating, cooking and artesistion.

FEEDER MAIN. A three-plane primary installation, including systems, which serves as a source for primary laterals and loope through significant devices.

FINAL GRADE - The ultimate deviation of the ground, paved or orquood, which will prevail in a subdivision or tract offund

MOBILE HOME CTRAILERS - A vehicle or conveyance, permanently againped to movel upon the public highways, that is used either temperately or permanently as a russlence or living queriers.

MULTIPLE-OCCUPANCY BUILDING - A structure protect and finance of component structural parts and designed to contain five or more individual dwelling units.

(AVERTHAD SYSTEM - Dismitution system consisting of primary, secundary and service conductors and aerial transformers apparent by police.

POINT OF DELIVERY - Description of and phonon in the company's warm or approximate to indicate approximate the Common assessment of the factor of the company of the compan

ERIMARY LATERAL. That part of the electric distribution cyclent whose function is to conduct electricity at the primary level from the Society main to the transformers. It touchly sensists of a single-phase conductive or manifest either with conduct with necessary occursors (superpoint for appending, territoring and discounting from the pureagy mains by a model-based primary.

SERVICE LATERAL. The entire length of underground service conductors and conduit between the distribution source, and acts are tracted as the first point of connection to the Service Lateral Conductors in a terminal or meter box canade the holiding wall.

SERVICE ENTRANCE CONTRICTIONS. The Continue's conductors from point of community of the service along of service property.

(Continued on Short No. is 1915)

Issued by: K. F. Romie Tilliam Cohen, Senior Director, Regulators Rates, Cast of Service and Systems Dorother, Rates and Furtility. October 13, 2010

Third Revised Sheet No. 6.085 Cancels Second Revised Sheet No. 6.085

(Continued from Sheet No. 6,680) SUBDIVISION . The tract of land which is divided into five or more building lots or upon which five or more separate dwelling units are to be located, or the land on which is to be constructed new multiple-occupancy buildings. TOWNHOUSE - A one-family dwelling unit of a group such that units are separated only by fire walls. Each townhouse unit shall be constructed upon a separate lot and serviced with separate utilities and shall otherwise be independent of one another. TUG - An acronym formed from the term Temporary Under Ground used to describe the temporary condition in which a building's permanent underground FPL service lateral is utilized to provide electric service to that building during its construction.

lound by: S. E. Romig, Director, Rates and Tariffs Effective: September 20, 2005

Eighteenth Revised Sheet No. 6.090 Cancels Seventeenth Revised Sheet No. 6.090

### SECTION 10.2 GENERAL

# 10.2.1. Application

Underground electric distribution facilities are offered in lieu of overhead facilities in accordance with these Rules and

- 윊
- New Residential Subdivisions and Developments New Service Laterals from Overhead Systems. Replacement of Existing Overhead and Underground Service Laterals. oli
- New Multiple-Occupancy Residential Buildings.

#### 10.22 Early Notification and Coordination

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. Close coordination is necessary throughout the planning and construction stages by the Company, the suchitect, the builder, the subcontractors and the consulting engineer to avoid delines and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant paying any additional costs incurred by the Company.

 Changes to Plans, Layout or Grade
 The Applicant shall pay for any additional costs imposed on the Company by Applicant including, but not limited to,
 The Applicant shall pay for any additional costs imposed on the Company by Applicant including, but not limited to,
 engineering design, administration and relocation expenses, due to changes made subsequent to the agreement in the subdivision or development layout or final grade.

# 10.24

Underground Installations Not Covered

Where the Applicant requests or governmental ordinance mandates underground electric facilities including -but not limited to - three phase primary feeder mains, transformers, pedestal mounted terminals, switching equipment, meter cabinets, service laterals or other electric facilities not specifically covered by these Rules and Regulations and where overhead facilities would otherwise be provided, the Applicant shall pay the Company the differential installed cost between the underground facilities and the equivalent overhead facilities as calculated by the Company. The Applicant shall also provide necessary rights of way and easements as given in Section 10.2.7.

10.2.5. Type of System Provided The costs quoted in these rules are for underground residential distribution service laterals, secondary and primary conductors of standard Company design with cable in conduits and above-geate appartenances. Unless otherwise stated, service provided will be 120/240 volt, single phase. If other types of facilities other than standard Company design are requested by the Applicant or required by governmental authority, the Applicant will pay the additional costs, as calculated by the Company, if any

# 10.26 Design and Ownership

The Company will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service.

10.2.7. <u>Hathts of Way and Expensents</u>.
The Applicant shall record and famish satisfactory rights of way and easements, including legal descriptions of such properties. the Applicant shall survey work resociated with producing legal descriptors of such elsements, incoments, in construction of such elsements, in required by and at no cost to the Company prior to the Company intesting construction. Before the Company will start construction, these rights of way and essements must be cleared by the Applicant of trees, tree stumps and other obstructions that conflict with construction, staked to show property corners and sarvey control points, graded to within six mehas of final grade, with soil stabilized. In addition, the Applicant shall provide staken showing final grade along the easement. Such clearing and grading must be maintained by the Applicant during construction by the unlifty.

10.2.8. Contributions and Credits
The Applicant shall pay the required contribution upon receipt of written notification from the Company. No utility construction shall commence peur to execution of the Underground Distribution Facilities Installation Agreement set. forth in Tariff Sheet Nos. 9:700, 9:701 and 9:702 and payment in full of the entire contribution. Where, by mutual agreement, the Applicant performs any of the work normally performed by the Company, the Applicant shall receive a credit for such work in accordance with the credit amounts contained herein, provided that the work is in accordance with Company specifications. Such credit shall not exceed the total differential costs. The credit will be granted after the work has been impected by the Company and, in the case of Applicant-installed conduit, after the applicable conductors have been installed.

(Continued on Sheet No. 6,095)

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

Effective: September 30, 2010

Twenty Severals First Revised Sheet No. 6.095 Cancels Twenty-Severals Toward Shalls Revised Sheet No. 6.095

(Continued from Short No. 6 (90))

# IDEEL Chydit by TIJGs

If the Applicant establish the parameter decime service transmit such that FFS, a service begat as not submitted in the band of the provide that the band of construction service, the Applicant shall receive a gradit in the amount of \$81.00 20.45 per service lateral, subject to the following requirements.

- a) IUEs must be impected and approved by the local importing authority
- to All service laterals within the safedy much must be installed us TCXIs.
- a) PTL must be able to estall the service lateral, energize the service lateral, and so the meter to corrupce the load side of the meter case, all in a single trap. Subsequent work other than touline magnetimes or meter readings will void the credit.
- d) Thereafter, acceptance and receipt of service by the Customer shall constitute certification that the Customer has met all inspection requirements, compiled with all applicable codes and rules and, subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company — Governmental, FPL's General Rules and Regulations, the Customer releases, holds harmless and agrees to indemnify the Company from and against loss or liability in connection with the provision of electrical services to or through such Customer-owned electrical installations.
- The Applicant shall be held responsible for all electric service used until the account is established in the succeeding occupant's name.

This credit applies only when FPL installs the service - it does not apply when the applicant installs the service conduits, or the service conduits and cable.

# 10.2.9 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. The Applicant shall provide accessible locations for meters when the design of a dwelling unit or its appartenances locate perpetual accessibility for reading, testing, or making accessary repears and adjustments.

# 10:210. Second Conditions

The costs quoted in these rules are based on conditions which permit employment of rapid construction techniques. The Applicant shall be responsible for necessary additional hand dagging expenses other than what is seemally provided by the Company. The Applicant is responsible for charing, compacting, broader and large rock compani, turnly removal, priving, and addressing other special conditions. Should priving, game, landscaping or sprinkles systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the indical coast of trenching and backfulling and be responsible for entereday of property datinged to accommodate the installation of underground facilities.

# 10211 Point of Delivery

The point of delivery shall be determined by the Company or an all the point of the

Issued by: Tiffany Cohen, Sunta Director, Regulaters Same, Con of Service and Sessing Director, Button and Furtific Effective: Separather 5, 2017 ORDER NO. PSC-2021-0446-S-EI DOCKET NO. 20210015-EI PAGE 526

(Continued on Sheet No. 6.096)

Cancels Secured First Revised Sheet No. 6.096

(Centimaed from (Sheet No. 6, 195)

# 10.212 Leanon of Meet and Downpipe

The Applicant shall enstall a rector enclosure and downpape to accommodate the Company's service lateral constitutes at the point designated by the Company. These facilities will be installed in accordance with the Company's specifications and all applicable codes.

# 10.2.13. Relocation of Removal of Existing Facilities

If the Company is required to relocate or remove existing facilities in the implementation of these Rules, all costs thereof shall be borne exclusively by the Applicant, as follows:

- a) For removal of existing facilities, these costs will include the costs of removal, the in-place value (less salvage) of the facilities so removed and any additional costs due to existing landscaping, pavement or unusual conditions.
- b) For relocation of existing facilities, these costs will include the costs of relocation of reusable equipment, costs of removal of equipment that cannot be reused, costs of installation of new equipment, and any additional costs due to existing landscaping, pavement or unusual conditions.

# 10.2.14. Development of Subdivisions

The Tarriff charges are based on reasonably full use of the land being developed. Where the Company is required to construct underground electric facilities shrough a section or sections of the autohymion or development where fail use of facilities as determined by the Company, will not be experienced for at least two years, the Company may require a deposit from the Applicant before construction is commenced. This deposit, to guarantee performance, will be inseed on the estimated total cost of such facilities rather than the differential cost. The amount of the deposit, what unfects, less any required committation will be setumed to the Applicant on a pro-rate basis to quarterly untervan on the basis of installations to new continuous. Any portion of such deposit remaining unrefurded, after the years from the date the Company is first ready to sender service from the extension, will be retained by the Company.

# 10.215 Style Legal Conhess

all restanced Terriff charges are found on a might nervice constant moralled as a might 2—11 conduct to ted to a maximum size of 40 aluminum. All parallel services, or any uningle services requiring service conductor larger than 40 aluminum, require additional charges determined by specific contestion se.

Issued by: K. E. Jimmer Liffury. Cohen, Sensor Director, Regulatory Rates, Cost of Secretar and System-Director. Units and Tariffactive: August 12, 2014

Thirty Seventh Fieldh Revised Shert No. 6.100 Camels Thirty Seventh Thirty Sinth Revised Short No. 6.100

	SECTION II.3 UNDERGROUND DISTRIBUTION EACH ITIES FOR RENDENTIAL SURDIVISIONS AND DEVELOPMENTS
103.1	Anadabate  When supposed by the Appliant, the Company will provide undageness electric distillation beatings, ether than for multiple occupancy haldings, in accommon with its aniched practices in
	Recognitiviness to adminal subdivines of five of more holding lots.     Trace of land upon which five or more separate doubling units are to be located.
	For resolve the buildings continuing that or more desiling units, sec \$500 (0.6 of these builds
(932)	<ul> <li>a) The Applicant shall pay the Company the execuse differential cool for angle phase resolution undergrand distribution environment of the number of artificial regards or the number of develope continues. Applicant's Countribution</li> </ul>
	When tenuty is o di ce more docting until persona
	1   Battlags for de not except instance
	1.2 Middle types sering Chalconing and services from natural services from natural series in small all appears to dis FPI, princip in partners
	<ol> <li>Where density is 0.5 or greater, but less time is 0 discouring rands;</li> </ol>
	Southkaper that do not associately the armonic providence of goal analysis in the form of the control of the co
	3. Where the density is less than 0.5 dwelling tents per area, or the Destriction System is of secu-standard design, and published used entirales with his world to determine the differential cost as specifical in Purigniph (92.5).
	Additional charges specified in Parameter 19.2.10 and 50.2.11 from also apply.
	(i) The share costs are based spice arrangements that will permit serving the local underground distribution system outlined subdivision from excellent Scota mans. If larger service service and description distribution along the transport of private entire seasons are present and are required by the Applicant of a power-terminal agency to be smallest underground, the Applicant shall pay the Computer the avalance differential cost between such analogous of feeder mans within the subdivision and equivalent or effect the feeder mans. In Softween.
	Application
	Contribution  Contribution
	(and particles) Simon [13] Cost per store grand patronound area to particles \$26.51 and particles
	(Command on Short No. 6 (10)

Issued by: Tiffany Cohen, Senior Director, Regulatory Extra, Cost of Service and Systems; Director, Rates and Familia Effective: September 5, 2014

FI,ORI	DA POWER & LIGHT COMPANY.	Cancels Thirty South Diving Futh Resi	
	(Continued)	from Short 500, 0, 1007	
	Where printing laterals are needed to cross or water reservoir areas, the Applicant shall pay	pen trem such as golf courses, perks, other recre y the average differential coass for these facilities	
	Cost per foot of primary lesemiteers but	shin the subdivision	
	Single Phase - per foot     Two Phase - per foot     Titree Phase - per foot	\$2.000 (0) \$2.000 (0) \$4.000 (1)	
	For requests for service where underground for was previously paid for these facilities, the co- follows:	acilities to the lot line are exciting and a different on to install an underground service intend to the	
	Denuty less than 6.0 dwelling units per a	584 N-1/5/1	
	Density 6.0 or greater dwelling units per	S204 (0234) 10	
10.3.5	Contribution Adjustments		
	<ul> <li>ii) Credits will be allowed to the Applicant's over the Applicant provides all trenching and back feeder</li> </ul>	unbusion in Section 10.3.2, where, by missed ag ididing for the Company's distribution system, o	
	1 MR Charles and Control Common	Credit to Applicant	y Contribution
	Where density is (a) or more dwelling or      Unidings that do not exceed four or townhouses, and mobile bosses.	Eleckbone nits.	Service
	per service lateral.  1.2 Mobile homes having Customer-ow	\$196.12[00:15	348244/1V 56
	services from meter contex installed adjacent to the FPL primary totach route		7000
	Where density is 0 Veryrester, but less than 0.0 divelbey units per sure.	\$11116 <u>)(7.11</u>	309
	Harkleys the do not exceed four a townformer, and mobile booting per service lateral	NICE TATES 17	\$354.3057 kg
	<ul> <li>Visidits will be allowed to the Applicant's con- Applicant testalls all Company-provided con-</li> </ul>	univation in Section 10.3.2 where, by mutual against exchaling forder per FPL instructures. This	reement, the credit is
	Where density is 6 from more directing up		Serviol
	<ul> <li>I buildings that do not exceed four or northouses, and mobile bones</li> <li>per service lettrail</li> </ul>		\$6mmin K.
			A STATE OF THE PARTY OF THE PAR

Issued by: 185any Cohen, Sound Director, Regulatory Paper, Last of Society and System Director, Ratio and Tamiffa. Effective: September 5, 2010

Canards Toronty Fourth Furth Revised Sheet No. 6.115
Canards Toronty Fourth Toronty Haird Revised Sheet No. 6.115

		Could to Applicant	's Contribution
		Bucksons	Service
	1.2 Abbite homes having Customer owned socytics from moser constrainment of the FML primary translations. per dwelling ont.	\$/ <u>9</u> ( 9) 44-12	N/A
	Where density is 5 or greater, but less then 6.0 dwelling units per serv, per service lateral.	\$116.25/31/03	54.717
(c)	Cindes will be allowed to the Applicant's contribution in Si Applicant provides a portroy of weighing and backfulling for the		
il)	Credits will be allowed to the Applicant's contribution in a Applicaci metalls a person of Company-provided PVC conclu- PVC - \$0.704 (1) larger than 2" PVC - \$0.00(1)4		
6)	Credit will be allowed to the Applicant's contribution in section 10.3.2, where, by minual agreement, the Applicant restalls in FPL-provided feeder splice box, per FPL ireductions, per box - \$730-87902.36.		
0	Credit will be allowed to the Applicant's contribution in se Applicant ristalls an FPL-provided primary splice box, per FPL		
E	Credit will be allowed to the Applicant's contribution in so Applicant metalls on FPL-provided securitary connection per handhole and [1472 bandhole - \$29.72 55.34, 545-1655, 31 control bandhole . \$515.92	("handhold" list the pet	FFE metructua
ło	Credit will be allowed to the Applicant's contribution in se Applicant untility as FPL-provided oracrete pad for a pad-in instructions, per pad - \$23-1-211-42		
ø	Creds will be allowed to the Applicant's countsmore in So Applicant metalls a parties of Conquery-provided flexible H conduits \$4.4.8.15		
H	Credit will be allowed to the Applicant's contribution in Set Applicant installs in EPL-principal controls pad and cable and and cable chamber - \$660-1970.10		

Issued by: Illiner Colum Senter Director, Regulatory Pates, Cent of Service and Scorum S.E. Rossie, Director, Rates and Turelle Effective: August 12, 2014

Thirty Such Seventh Revised Sheet No. 6 120 Cancels Thirty Sixth Thirty Fath Revised Sheet No. 8 120

# SECTION 10.4 UNDERGROUND SERVICE LATERALS FROM OVERHEAD ELECTRIC DISTRIBUTION SYSTEMS TOTALE. New Lindenground Service Litternia When requested by the Applicant, the Company will install underground veryice laterals from condend systems to newly constructed residential buildings consuming less than five separate dwelling with 10.42 Contribution by Applicant a) The Applicant shall pay the Company the following differential cost between an overbead service and an underground service lateral, as follows: Applicant's Contribution Fee any departy. Huldings the de not exceed finarunity combouses and mobile bones. a) per service lateral (excludes service tour amailation) \$756-9979.54 b) per service listeral (from existing hambole or PMTX) \$200.70 (70.0) I For any density, the Company will provide a riser to a landbole at the base of apole. \$5-75-117/5/ Addressed deseges specified at Pengraphs 10.2.10 and 10.2.11 may soon apply Linderground service or accordary examines beyond the boundaries of the property being served will be subject to additional differential costs as determined by individual cost estimates 10,43 Contribution Adjustments a) Credit will be allowed to the Applicant's contribution in Section 10.42 where, by routual agreement, the Applicant provides trencharg and backfilling for the Company's facilities. This creditis Creda To **Асрбанк**/к Constitution Fire any alterenty: Huildings Cot. do not exceed liveropits. townfeases, and mobile homes -per foot \$4-000.75 (Command on Sheet No. 0 125)

Issued by: Hittan: Cohen, Serier Director, Regulatory Rairs, Cost of Service and Systems S.E. Reseig, Director, Raise and Tarolle Effective: September 5, 2010

(Cont.)	mued from Short No 6,120)	
(1,000	then the copies are of the	
	confis contribution or Section 10.4.2, where, by mutual a conduct per FFT, instructions, as follows:	process
( Vot any density:		
Buildings that do not exceed		
townhouses, and mobile bor- per foot.	2" PVC 50.300 H	
	Large than 2 TVC SAMPLE	
<ul> <li>c) Cools will be allowed to the Appliant requests the inderground. Section 10:28:1), per service lateral, a</li> </ul>	come a contribution in Secure 10.4.2, where, by mutual a service to be installed as a TUG (subject to the condition follows:	- Shero beauti
Was any denney		
Evaluation that do not excess		
townbower, and mobile how open service lateral	520 - 12 1 44	

Thirty Thank I with Revised Sheet So. 6.130 Cancels Thirty Third Daisty Countd Revised Sheet No. 6.130

## SECTION 10.5 UNDERGROUND SERVICE LATERALS REPLACING EXISTING RESIDENTIAL OVERHEAD AND UNDERGROUND SERVICES

1051

Applications:
When requested by the Applicant, the Company will beautiful underground service travels from existing systems as teriborments for evening overload and enderground services to existing residential buildings contaming feet than five individual sheeting into-

10.5.2. Restrongement of Service Entrance

The Applicant shall be responsible for any necessary rearranging of his existing electric service entrance facilities to accommodate the proposed underground service lateral in accordance with the Company's specifications.

10.5.3. Trenching and Conduit Installation.
The Applicant shall also provide, at no cost to the Company, a suitable trench, perform the backfilling and any landscape, powement or other similar repairs and install Company provided conduit according to Company specifications. When requested by the Applicant and approved by the Company, the Company may supply the trench and conduit and the Applicant shall pay for this work based on a specific cost estimate. Should paying, grass, landscaping or sprinkler systems need repair or replacement during construction, the Applicant shall be responsible for restoring the paving, grass, landscaping or sprinkler systems to the original condition.

# 10.5.4. Contribution by Applicant

The charge per service lateral replacing an existing Company-owned overhead service for any density shall be:

Applicants Contribution

Where the Company excysdes an underground service lineral

\$2040072031

Where the Company provides a near to a bandhole at the base of the pole:

\$1616-701 (the Life

b) The charge per service lateral replacing an existing Company estimed anderground service at Applicaes's respect for any density shall be

Where the service is from an everboad system.

5-30-sed 793-rd

Where the service is from an underground system

SECURITY OF

c) The charge per sens ce lateral replacing an existing Customer-curred. tanderground service from an overhead system for any density shall be:

\$456,474.174.55

d) The charge per service lateral replacing an existing Canomer-owned underground service from an underground system for any density

500-56(27.72

The above charges include conversion of the service lateral from the last FPE, pole to the meter location. Removal of any other facilities such as poles, down give, opinic of secondary, our will be charged based on specific cast extrated for the requested additional work.

Issued by: Julius Colen, Senior Director, Regardance Rabes Cost of Service and Services S.F. Romin, Director, Rame and Tariffu Effective: August 12, 2014

Ninth Revised Sheet No. 6.140 Cancels Eighth Revised Sheet No. 6.140

# SECTION 18.6 UNDERGROUND SERVICE DISTRIBUTION FACILITIES TO MILITIPLE OCCUPANCY RESIDENTIAL BUILDINGS

#### 10.6.1. Availability

Underground electric distribution facilities may be installed within the tract of land upon which multiple-occupancy residential buildings will be constructed.

## 10.6.2. Contribution by Applicant

When feeder mains on tracts of land upon which multiple-occupancy buildings will be constructed are deemed necessary by the Company to provide and/or maintain adequate service, an underground installation is requested by the Applicant, or required by a governmental agency having the influently so to do, the Applicant shall committee the differential costs provided in Section 10.3.2.b) and 10.3.3.c). There will be no contribution from the Applicant with respect to construction of underground distribution facilities other than feeder mains so long as the Company is free to construct such extensions in the most seconomical manner, and possenably full use is made of the fract of land upon which the multiple-occupancy residential buildings will be constructed. Other conditions will require special arrangements.

## 10.6.3. Responsibility of Applicant

The Applicant shall, at no cost to the Company:

- Furnish details and specifications of the proposed building or complex of buildings. The Company will use these in the design of the electric distribution facilities required to renderservice.
- Where the Company determines that transformers are to be located inside the building, the Applicant shall provide in accordance with Company specifications:
  - 1) The visible or visible resourcery for the immedianness and associated equipment.
  - The accessary recovery or conduit for the Company's supply cables from the ward or variable a suitable point five feet cutside the building in accordance with the Company's plans and specifications.
  - Conduits undemosts all buildings when required for the Company's supply cables. Such conduits shall extend a minimum of five feet beyond the edge of the buildings for joining to the Company's facilities.
  - The service entrance confluctors and raceways from the Applicant's service equipment to the designated point of delivery within the vault.
- Where the Company determines that transformers are to be located outside the building, the Applicant shall provide an accordance with Company specifications:
  - 1) The space for pathsounted equipment at or near the building, and protective devices for such equipment, if required.
  - The service entrance confusions and moreovy from the Applicant's service equipment to the point of delivery designated by the Company at or near the building.
  - Conduits underneath all buildings when required for the Company's supply cables. Such conduits shall extend five feet beyond the edge of the buildings for joining to the Company's facilities.
- Provide proper essements, including the right of ingress and oguess for the installation, operation and maintenance of the Company's facilities.
- Ensure that the metering anchoruse are appropriately marked with the same alphabetic or numeric designation used to identify the service address. Such markings shall be of a permanent nature.

## 10.6.4 Responsibility of the Company

The Company will:

 Provide the Applicant with the Company's plans to supply the proposed building or complex of buildings, and specifications for the facilities to be provided by the Applicant.

(Continued on Sheet No. 6.150)

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

Effective: March 7, 2003

First Revised Sheet No. 6.150 Cancels Original Sheet No. 6.150

(Continued from Short No. 6.140)

- b) Furnish and install the primary or secondary conductors from existing or proposed facilities adjoining the property to the point of delivery, together with the ducts, if required, outside the building.
- e) Furnish and install the accessing transformers and associated equipment located either outside the building or in the vault or vaults within the building.
- d) Be solely responsible for the installation, operation and maintenance of all of its facilities.

## 10.65. Service Voltages

The Company will supply service at one of the several secondary voltages available as mutually agreed upon between the Applicant and the Company.

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

Effective: March 7,2003

Original Short No. 6.199

#### 11.0 INSTALLATION OF NEW OR UPGRADED FACILITIES

#### SECTION 11.1 GENERAL

In accordance with F.A.C. Rule 25-6.064 this tariff section applies to requests for new or approach facilities. Nothing herein shall after the charges or provisions outlined in sections 10 and 13 of this tariff.

An Applicant can be any person, corporation, or entity capable of complying with the requirements of this tariff that has made a request for new or upgraded facilities in accordance with this taniff.

## 11.1.1 CONTRIBUTION-IN-AID OF CONSTRUCTION (CIAC)

A CIAC shall be required from Applicants requesting new or upgraded facilities prior to construction of the requested facilities based on the formulas presented below.

The CIAC for new or upgraded overhead facilities (CIACon) shall be calculated as follows:

CIAC<sub>ent</sub> = Total estimated work - Four years expected - Four years expected order job cost of installing the facilities

incremental base energy revenue

incremental base demand revenue, if applicable

- (i) The cost of the service drop and meter shall be excluded from the total estimated work order jubcost for new overhead facilities.
- (ii) The net book value and cost of removal, net of the salvage value, for existing facilities shall be included in the total estimated work order job cost for upgrades to those existing facilities.
- (iii) The expected annual base energy and demand charge revenues shall be estimated for a period ending not more than 5 years after the new or approaded facilities are placed in service.
- (iv) in no instance shall the CLACon be less than zero.
- (b) The CIAC for new or upgraded underground facilities (CIAC<sub>UG</sub>) shall be calculated as follows:

CIAC<sub>UU</sub> = CIAC<sub>OH</sub> + Estimated difference between the cost of providing the service underground and overhead

## 11.1.2 CIAC True-Up-

An Applicant may request a one-time review of a paid CIAC amount within 12 months following the inservice date of the new or upgraded facilities. Upon receiving a request, which must be in writing, the Company shall true-up the CIAC to reflect the actual construction costs and a revised estimate of base revenues. The revised estimate of base revenues shall be developed from the actual base revenues received at the time the request is made. If the true-up calculation result is different from the paid CIAC amount, the Company will either issue a refund or an invoice for this difference. This CIAC review is available only to an initial Applicant who paid the original full CIAC amount, not to any other Applicants who may be required to pay a pro-rata share as described in section 11.1.3.

(Continued On Sheet No. 6:200)

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

Effective: June 13,2007

Fourth Revised Sheet No. 6,200 Cancels Third Revised Sheet No. 6.200

(Continued from Sheet No. 6 199)

11.1.3 Proration of CIAC
CIAC is pro-ratible if more Applicants than the Initial Applicant are expected to be served by the new or upgraded facilities ("New Facilities") within the three-year period following the in-service date. The Company shall collect the full CIAC amount from the Initial Applicant. Thereafter, the Company shall collect, and pay to the Initial Applicant, a pro-rata share of the CIAC from each additional Applicant to be served from these New Facilities until the three-year period has expired, or until the number of Applicants served by the New Facilities equals the number originally expected to be served during the three-year period, whichever comes first. Any CLAC or pro-rata share amount due from an Applicant shall be paid prior to construction. For purposes of this tariff, the New Facilities' inservice date is defined as the date on which the New Facilities are installed and service is available to the Initial Applicant, as determined by the Company.

## SECTION 11.2 INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR NEW CONSTRUCTION

## 11.2.0 Distribution, System

Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

## 11.2.1 Application

This turiff section applies to all requests for underground electric distribution facilities where the facilities requested will constitute new construction, other than those requests covered by sections 10, 12 and 13 of this sariff. Any Applicant may submit a request as follows. Requests shall be in writing and must specify in detail the proposed facilities that the Applicant desires to be installed as underground electric distribution facilities in lieu of overhead electric distribution facilities. Upon receipt of a written request FTF, will determine the non-refundable deposit amount receiving to secure is binding cost estimate and notify the applicant of said amount. Where system integrity would be compromosed by the delay of a system improvement due to the time allowances specified below, said time allowances shall be reduced such that all terms and conditions of this tunff must be met 30 days prior to the date that construction must begin to allow the underground facility to be completed and operable to avert a system compromise

## 11.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution in aid-of-construction (CLAC) required for the installation of the requested underground distribution facilities in addition to any CIAC required for facilities extension, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Underground Distribution Facilities Installation Agreement. The CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Underground Distribution Facilities Installation Agreement and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

## 11.2.3 Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for a direct buried table in conduit underground electric distribution system shall be determined by multiplying the number of proposed trench feet for new underground electric distribution facilities to be installed by \$0.75. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CFAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Underground Distribution Facilities Installation Agreement. If the request for underground electric distribution facilities irredices less than 250 proposed trench feet then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

(Continued on Sheet No. 6 210)

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: Jone 13 2007.

Third Revised Sheet No. 6.219 Cancels Second Revised Sheet No. 6210

(Continued from Sheet No. 6,200)

#### 11.2.4 Non-Barding Cost Estimates

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. An Underground Distribution Facilities Installation Agreement may not be executed on the basis of a non-binding cost. estimate.

11.2.5 <u>Undergound Distribution Facilities Installation Agreement</u>
Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Undergonard Distribution Facilities Installation Agreement set forth in this teriff at Short Nov. 9.700, 9.701 and 9.702. The Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the Agreement and pay the CIAC specified in the agreement within the 180day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the psyment of a new deposit and the presentation of a new binding cost estimate. For good came FPL may extend the 180-day time limit, Upon execution of the Underground Distribution Facilities. Installation Agreement, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, FPL shall proceed to install the facilities identified in a timely manner.

## 1126

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Underground Distribution Facilities Installation Agreement, the Applicant shall provide to FFL and record, at no cost to FFL, all easements. including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by FPL to accommodate the requested undergovered facilities along with an opinion of title that the essentiate are radial. Failure to provide the ensurants in the manner set forth above written 100 days after delivery of the binding cost assimate to the Applicant shall result in the expiration of the bushing cost estimate, the assum of any CTAC paid, and the termination of any Underground Distribution Facilities Installation Agreement entered into between the Applicant and FPL. Refore FPL will commence construction, those rights of way and eccentents, contained within the boundance of a development for which the undergound electric distribution facilities are to be installed for new service, shall he staled to show properly comers and survey control points, graded to within six inches of final grade, with soil stabilized, and also staked to show the final grade slong the easement.

#### 11.2.7 Early Notification and Coordination

In order for FPL to provide service when requested, it is necessary that the Applicant notify FPL during the early stages of major project planning. In matters requiring new service extensions close coordination is necessary throughout the planning and construction stages by FPL, the architect, the builder, the subcontractors and the consulting engineer to avoid delays and additional expense. Porticular attention must be given to the scheduling of the construction of proved most and the various ratigated contributions of the accord utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant being responsible for any additional costs incurred by FPL as a result of said failure.

#### 11.28 Changes to Plans, Larcost or Gorde

The Applicant shall pay for any additional costs incurred by FPL due to changes in the development layout or final grade made by the Applicant subsequent to the development byout or final grade information supplied to FPL for the preparation of the binding cost estimate.

#### 11.20 Location of Distribution Facilities

Undergoused distribution facilities will be located, as determined by FPL, to manuscretter accessibility for maintenance and operation. Where construction is for the purpose of new service the Applicant shall provide accessible locations for meters when the design of a building or its appartmances limit perpetual accessibility for studing, testing, or making necessary repairs and adjustments

## 11.2.10 Other Terms and Conditions

Through the execution of the Underground Distribution Facilities Installation Agreement found at Tariff Sheet Nos. 9.700, 9.701 and 9.702, the Applicant agrees to the following:

 The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to assentinodote the installation of underground distribution facilities,

(Continued on Sheet No. 6/220)

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

Effective: September 20, 2005

Second Revised Sheet No. 6.220 Cancels First Revised Sheet No. 6.220

## (Continued from Short No. 6 210)

- (b) subject to section 2.7 Indemnity to Company, or section 2.7! Indemnity to Company Governmental, FPL's General Rules and Regulations, the Applicant shall indemnify FPL from any claim, suit, or other proceeding. which seeks the restoration of, or repair of, or compensation for, property affected, duraged, or destroyed, to accommodate the installation of underground distribution facilities arraing from or brought as a result of the installation of underground distribution facilities;
- (c) the Applicant shall clear easements provided to FPL of trees, tree stamps and other obstructions that conflict with construction or installation of underground destribution facilities in a timely manner consistent with FPL's construction schedule.

## 11.2.11 Type of System Provided

An underground distribution system will be provided in accordance with FPL's current design and construction stierdards.

11.2.12 <u>Design and Ownership</u> FFL will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under these Rules will not convey to the Applicant any rights of ownership or right to specify FPL facilities utilized to provide service. The Applicant may, subject to a contractual agreement with FPL, construct and install all or a portion of the underground distribution facilities provided that:

- such work meets FPL's construction standards;
- b) FPL will own and maintain the completed distribution facilities;
- c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;
- d) the Applicant agrees to pay FPL's current applicable hourly rate for engineering personnel for all time spent reviewing and inspecting the Applicants work done; and
- e) the Applicant agrees to rectify any deficiencies found by FPL prior to the consection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to FPL's distribution system. Furthermore, the deficiencies must be corrected in a timely manner or FPL shall perform the construction using overhead facilities and the Applicant will be responsible for paying the cost of installing the overhead facilities and the cost of their removal before the corrected underground facilities will be connected.

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

Effective: December 2, 2004

Stath Seventh Revised Sheet No. 6,300 Cancels Stath Fifth Revised Sheet No. 6,100

# INSTALLATION OF UNDERGROUND FLECTIBLE DISTRIBUTION FACILITIES FOR THE CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES

### SECTION 12.1 DEFINITIONS

APPLICANT - Any person, corporation, or many capable of complying such the requirements of this bariff that has made a written implicit for underground electric shall be found to a secondaries with the rand.

CONVERSION - Any installation of underground electric distribution lacilities effect the implegment facilities will be edistricted for electric electric electric electric distribution facilities, including relocations.

CONTRIBUTION-IN-ADJ-OF-CONSTRUCTION (CIAC) - The CIAC to be just by an Applicant under the healt section shall be the result of the bill-pinning formula.

#### CEAU

- 1). The estimated cost to install the requested underground facilities:
- The estimated cost to remove the existing overhead facilities.<sup>4</sup>
- 3) The net book value of the existing everhead facilities;"
- 4) The estimated cost that would be incurred to available per eventual facilities in lieu of andirectors), to explace the existing eventual facilities (the "Hypothetical Overhead Facilities").
  - 5) The estimated salvage value of the existing overhead facilities to be removed,"
- 6) The 30-year net present value of the estimated son-storm underground v. evertual operatorial costs differential,
  - —7) The Moyear rep process value of the estimated marriage Avoided Storm Restriction Costs ("ASRC"), administration of the control of the

The Percention Poly Line Miles Common Conversions Completion

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In columniting the Applicant's CAAC, elements 2, 3, and 5 of the CIAC formula above are to be excluded from CIAC due from an applicant who submits an application providing a lending nonfication that said applicant intends to convert existing associated overhead feeder facilities to underground feeder facilities.

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EXECUTED A CASE PART From series former consisting of pinner, and moreover contactors invest corps, writer investreached. Insultantian and recovery accesses and reported many for the formelous of electric power of relation within

SERVICE FACILITIES. The committeepts of productive barrages the distribution sensor, including any conduct and or more at a prior of office structure or from transformers. Some which study can prove of some well result, and the from the point of connection to the sensor or makes conductive at a weatherfacial to a terminal, or more two established with the terminal or make two sets themselves.

O'Temporal ren Short No. 6,300 r.

Issued by: Hillian Cohen, Songr Hurcos. Regulatory Rains, Cost of Service and Systems N. E. Barrig, Diversor, Frates and Juntilia. (Trective: Velocines 57: 2018)

First Reytsed Sheet No. 6,301 Cancels Original Sheet No. 6:301

(Circumsed Dom Short 500, 0:300)

## SECTION 12.2 GENERAL

122.1 SHAWARAN

This haiff section applies to all express for undergocout clocese disentiation inclinies misco the facilities requested will be substituted for existing overhead electric distribution facilities. Any parses, corporation, or many capable of complying with the experiments of this tentil may submit a request or follows. Expense shall be in mixing and most specify or dotal the continual doctors distribution facilities to be conserved or the same to be served by independent electric distribution facilities in lice of personally existing overhead electric distribution finalities surving used was Upon recorp of a written request, FPL will. Assumessthe resultanty of conventing the existing facilities, any necessary revolution to the territor require and the non-referential deposit amount moreover to secure a backing cost entents and notify the applicant of said services.

12.2.2

Contribution on Add-CS-Construction (CIAC) to Applicant, FPL shall proper a binding cost estimate specifying the contribution in aid of construction (CIAC) required for the installation of the requested underground distribution facilities, where the installation of such facilities is femilie, and provide said astumite to the Applicant upon completion of the estimate along with salar an Underground Familities Convenien Agreement, or an Ladings and Tanister Con-Africance being Warre. The CLAC ascend to be collected guernant to a timing cost estimate from an Applicant dull not be signs and by many than 10 percent of the backing cost estimate to several for artial costs incorred in excess of the backing cost astronate. However, the CIAC may be subject to increase or submed if the present scape is orthogonal or reduced at the request of the Applicant, or the CLAC is found to have a motional error prior to the communication of communities. The besting and estimate provided to an Applicant shall be considered expend if the Applicant does not enter into educate Underground Facilities Conversion Agreement on an Underground Facilities Convenient Agreement. The amounted Administration Waves and prethe CLAC amount specified for the monthstorn of the respected underground electric distribution facilities within 150 days of didiyory of the benthese cost estimate to the Applicant by FPL.

(Continued on Short No. 6 310)

Issued by: Iffi on Loben Sciner Director, Resolution Rates, Cod of Service and Science, S. E. Bonnig, Director, Rates and Tarelli-Effective: April 4, 2006.

Cancels Secure Third Revised Sheet No. 6-310

(Diminued from Sheet No. 6:301)

#### (2.2.3 Son-Refundable Deposits

The per-intertable deposit for a tarding own estimate for comparation to a direct terned cable in conden undergoard electric annihilation system shall be determined by multiplying the number of pole line feet of existing eyedroal electric distribution facilities to be converted by \$1.20. The deposit must be paid to FFI. to include the estimation process. The deposit will not be reliablely, however, it will be applied in the calculation of the CLAC required for the installation of underground distribution facilities. The deposit and the preparation of a brightness of a brightness are a prerequently to the execution of advanced being process. Facilities Convenient Agreement is one linearing and Facilities and the execution of less than the deposit of the execution of less than the facilities are linear forms of the execution of facilities, than an deposit will be required for a brightness of estimate, provided browsee, that all other assuments of this tarth shall still apply

#### 17.2.4 Son-Bibling Cost Estimates

Any person, exposition, or entity may request a som-banding cost estimate their of charge. The new healing cost estimate shall be an order of magnitude estimate to assist the requestor in determining, whether to no flowers with a binding cost estimate binding. Some Underground Facilities Conversion Agreement was a Conversion of Facilities Conversion Agreement and Conversion of Facilities Conversion (Agreement on the basis of a new binding cost extends

## 12.25 Underground Fashbre Convesion Agreement.

Any Applicant section the installation of underground displacion facilities parameter at written request hermother shall execute only the Underground Facilities Conversion Agreement set forth in this tastiff is Short So. 9.720 or if a principle distribution of the Underground Facilities of the CLAC specified and the CLAC specified as the Agreement within the 180 day time limit or termination of the Agreement within the 180 day time limit or termination of the Agreement within the 180 day time limit or termination of the Agreement within the 180 day time limit or termination of the Agreement within the 180 day time limit or termination of the Agreement and it is the experiment of the highing cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new banding cost estimate. For good cause FF1, may extend the 180 day time limit. Upon execution of situation the Underground Facilities Conversion Agreement in the facilities of the Underground as the bending cost estimate, and scouplinate with the requirements of this tastiff, FFT, shall proceed to convert the facilities identified in a trendy memori. However, new service extensions maintenance and reliability projects, and service distinctions shall take procedure over facilities only expected.

## 12.2.6 Similaries as Convergion of Other Pole Legerpoor

Before the initiation of any project to provide undergonated electric distribution facilities provide to external Agreement of the Linders and Facilities Contention Agreement of the Linders and Facilities (Services Agreement Agreement Agreement of the Agreement of the amount of these pole homoses (facilities and provide SY), with an excepted copy of the Agreements). Such agreements shall specifically asknowledge that the affected pole homoses, will coordinate their conversion with FVI, and other homoses in a furney minimum or as to not entain autocomery delete. Technic to present PVI, with copyridate pole becomes while 18th days of the facilities continue to the Applicant and result in the expectator of the building cost estimate, the return of any CIAC, part, and the familiary of any Undergonal Facilities (Veryendan Agreement as Applicant Accounts the Applicant of Englandant Continues and PVI).

## DAY Commence

Before the immunity of any project is provide independent permit initiation of facilities and the second of the se

(Crismoud on Stool No. 6320)

Issued by: Tithur Lobert States Deceme, Stateston Rains Count Service and Science 5: F. Bennig, Dissector, Meson and Tourity,

18 September 2006

Third Fourth Revised Sheet No. 6.320 Cancels Third Second Revised Sheet No. 6.320

#### (Continued train Short No. 6.310)

## 11.18 Affected Challemer Services

The Applicans shall be proposable for fire consenses and nothing nod-fires on in the service facilities of an inner affected by the conversion of FPL distribution facilities which are made accessing as a result of the conversion. The Applicant shall be expossible for arranging the conversion of affected middential overhead consumer service facilities by providing as no continue.

- any necessary resonance of the customer's existing electric service entirance facilities to accordance or underground services and theread the one of a licensed electrical necessaries as accordance with all local orizonesis, codes, and TPL.
- a suitable trench, install FPL provided conduit according to FPL, specifications to a point designated by FPL, and perform the backfilling and any landscape, pavement or other similar require

FPL shall be responsible for the installation of the service lateral cable, the cost of which shall be included in the Applicant's binding cost estimate. In the event a suctomer does not allow the Applicant to convert the customer's affected overhead, services, or the Applicant fails to comply with the above requirements in a timely manner consistent with FPL's conversion construction schedule, then the Applicant shall pay FPL, in addition to the CIAC specified in the binding cost estimate, the costs associated with maintaining service to said customer through an overhead service drop from an underground system shall be:

- the sum of \$789 for residential dwellings containing less than five individual units; or,
- b) the estimated cost to maintain service for residential dwellings containing five or more individual units.

For existing residential underground service laterals affected by a conversion the Applicant shall be responsible for the trenching, backfilling and any landscape, powerent or other similar repairs and installation of FPL provided conduct, according to FPL specifications, necessary to bring existing underground service laterals of affected customers to an FPL designated handling or transformer FPL will untail the excessary cubic, the cost of which shall be unladed in the trading cost estimate However, in the event that a customer owned service lateral fails on connection to the underground distribution system the customer will be responsible for the replacement of their service lateral or compliance with section 10.5 of FPLs amili-

The Applicant's required for maid course to the service facilities of non-residential customers affected by the sorversion of FPL distribution facilities which are made excessing us a result of the conversion will be specified in an antichment to any Underground Facilities Conversion Agreement at Ladac and Facilities Conversion Agreement at Ladac and Facilities Conversion Agreement at Ladac and Facilities Conversion.

## 1229 Other Terms and Conditions

Through the execution of miles the Underground Facilities Conversion Agreement set forth in the land at Sheet No. 9,720 or the Underground Facilities Conversion Agreement Facilities Facilities than the facilities are set forth in this tariff at Sheet No. 9,725 the Applicant agrees to the following:

- a) The Applicant shall be responsible for all restorators of, repair of, or temperature for, property affected, damagest, or destroyed, to accommodate the installation of underground distribution facilities and the removal of FPS coverhead distribution facilities.
- b) subject to action 2.7 Indemnity to Company, or section 2.71 Indemnity to Company—Governmental FFL's General Rides and Regulations, the Applicant shall administy FFL fluor say cause, say, or other proceeding, which seeks the restoration of or report of, or compensation for, property affacted, damaged, or destroyed, to remove entering facilities or to accommodate the installation of underground distribution facilities arraing from or inscapit as a result of the installation of underground distribution facilities.
- the Applicant shall clear camerica provided to FPI, of trees, tree stamps and other obstructions that conduct with construction or installation of underground distribution facilities in a timely matter consistent with FPI, is construction schoolab.

(Cretinual on Short No.4 (20))

Decord by Totally Under Service Officeror, Seculatory Bases Conf. of Service and Science S. E. Rossie. Discretion Bases and Toroffic. April 4, 2006.

Catterly Second First Revised Sheet No. 6,330

## (Grammed from Short No 6330)

## (\$2.10 Type of System Provided

An underground distribution system will be provided in accordance with FPE's current design and construction standards

## (±1)) Design and Ownmany

FFE will design, matril, own, and assistant the electric distribution facilities up to the designated point of defivery except as offerwise nated. The Applicant may, subject to a contractual agreement with FFE, construct and notall all or a portion of the undergownal distribution facilities provided that

- a) asch work meets FPE/s construction standards.
- by 19L will own and muntain the completed distribution facilities:
- the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of interprets to exercipe of the costs;
- d) the Applicant agrees to pay FPL's current applicable handly rate for angineering personnel for all time upon for (i) seviewing and appearing the Applicant's work done, and (ii) developing any separate cost estimate(s) that are either requested by the Applicant to reflect only FPL's portion of the work or are required by FPL to reflect both the Applicant's and FPL's portion of the work in the purpose of a GAF Walker valuable in-parameter to an Underground Facilities Corn erson Agreement in terms and Agreement Facilities and
- b) the Applicant agrees to rectify any deficiencies found by FPI, prior to the connection of any Customers to the underground electric distribution system and the removal of the overhead electric distribution facilities.

#### 12.212 Relication

Where underground electric facilities are requested as part of, or for the purpose of, releasion, the responsements of this tariff shall apply. As applicable, the Underground Facilities Connection Agreement is the Underground Facilities Connection Agreement in the Underground Facilities Connection Agreement in the Underground Facilities are former and the connection agreement between FFL and the Applicant. In the event of any conflict between the relocation agreement and thus turiff, the turiff shall control Facilities on where the regulations of the Federal or State Department of Transportation (DOT) prevent pre-payment of deposits and other conversion costs, the Federal or State DOT may pay the CIAC after the work has been performed.

Issued by: Intany Color. Senior Intector. Residence Bates. Cod of Service and Science S. E. Romin. Diseason, Bates and Torriffe. Effective: April 4, 2000.

Seemal Third Revised Short No. 6.400 Cancels Second blost Revised Short So. 6.400

#### SUPPLEMENT TO GENERAL RULES AND REGULATIONS FOR THE INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES TO SERVE SMALL COMMERCIAL GENERAL SERVE CANDUSTRIAL CUSTOMERS

#### SECTION 13.1 DEFINITIONS

The following print and team, when and an issues (A shall have the morning achieved

APPLICABLE - ANY process particular, assessment congressions or government of any that appears for the tests of an interpretate of any analysis of the congress of the first process of the first proc

IETH DING - Any structure desired for - II seeing industrial application

CARLE IN CONDUCT SYSTEM: Underground debiter may more where all underground primary, eccoulary, service and street legic conductors; are installed in direct bested conduct. Other Societies assessment with radia to conduct, such as no other many, may be above present.

COMMISSION - The Florida Prints: Service Commission.

COMPANY - The Herida Power & Light Company. (FPL)

<u>DESTRIBUTION SYSTEM</u> - Electric service facilities consisting of primary and meantary conditions, survice laterals, conduits, transformers, and necessary accessories and appartenances for the familiary of electric power at utilization voltage.

FEEDER MAIN. A three-phase primary installation, including switches, which serves as a source for primary laterals and loops through autable overcurrent devices.

FINAL GRADE - The ultimate elevation of the ground, paved or unpaved, which will prevail in a fract of land.

LOCO - An Underground Primary Lateral Baying two sources of feed at the primary level.

OVERHEAD SYSTEM - Distribution system consisting of primary, secondary and service conductors and armit transformers supported by poles.

POINT OF INLIVERY. The point where the Conquery's wires or apparatus are connected to those of the Customer. See Section 13.2.10.

<u>PROCESS LATERAL</u>. That part of the electric introduction system whose fraction is to constact electricity at the pursury level from the toods mum to the tassienties serving the sensetary street main. It is could consists of one, two or three conductors of modated colde in sericles. Ingetter with necessary accessory explained for supporting, terminating and described from the primary major by a facility delication.

EADJOA: An Ordayround Frinney Lateral living one source of find at the primary level.

LOCAL BUILD AS FOR EVEN FOR IT ITS. The centre length of melotyrened service conductors and associated apaparent from the Applicant's properly line to the designated point of delivery.

Issued by: 186m; Colon Series Dervice, Bernhoux Rates Cost of Service and Systems S. F. Rossie, Director, States and Familia Effective: Manual 2, 1860.

Cincels First Revised Revised Sheet No. 6:500 Cincels First Revised Original Sheet No. 6:500

# SECTION 13.2 UNDERGROUND DISTRIBUTION FACILITIES TO SMALL COMPERCIAL GENERAL SERVICE INDUSTRIAL CUSTOMERS

## 1821 Application

The most section applies to no requests for Underground Service Facilities made by small adopted service industrial Applicants for their service as is specified below.

- (i) More be a new account and cape and soo KVA or less for three phase; and
- fi) Must be installed on the Applicant's property beginning at a point along the Applicant's property line and terminating at the Company's designated point of delivery.

The application of this tariff is in addition to and supplements the Company's other rules regarding extensions of facilities for service. An additional contribution-in-aid-of-construction may be required by those rules for extensions or installations of facilities necessary to accommodate a request for Underground Service Facilities made under this section.

## 13.2.2 Early Notification and Coordination

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning projects. Close coordination is necessary throughout the planning and construction stages by the Company, the architect, the builder, the subcontractors and theconsulting engineer to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Fashire of the Applicant to provide such notification and coordination shall result in the Applicant paying any additional costs incurred by the Company as a result of said. failure.

## 13.23 Changes to Plans, Layout or Grade

The Applicant shall pay for any additional costs imposed on the Company by Applicant due to changes made in the development layout or final grade subsequent to an agreement. These costs include, but are not limited to, engineering design, administration and relocation—expenses.

## 13.2.4 Type of System Provided

The costs quoted as these rules are fin underground distribution primary recordary conductors in direct buried conduit with above-grade appurtenances of standard Company design, excluding throwover service. Throwover service availability and its cost are determined by the Company on an individual basis. Unless otherwise stated, service will be provided at single or two-phase 120/240 volts or, where available, three phase 120/208 volts or 277/480 volts.

## 13.2.5 Design and Ownership

The Company will design, install, own and muritain the electric distribution beliffies up to the designated posts of delivery except us otherwise noted. Any payment made by the Applicant under the provision of these Rafes will not convey to the Applicant any eights of ownership or right to specify Company facilities infliced to provide service.

(Continued on Sheet No. 6:510)

Issued by: Yttlam Colon, Senior Director, Regulatory Motor, Cost of Service and Systems S. F. Rossig, Director, Mater, and Turdle (Declive: March 7, 1801)

Third Lourth Revised Sheet No. 6:510 Cantrels ThirdSecond Revised Sheet Na. 6.510.

(Continued from Spect Sci. o 300)

#### 1724 Rights of Web and Energotic

The Applicant shall round and forests satisfactiny rights of view and encountries, mobiling logist descriptions of right section and all survey wisk resourced with producing logist descriptions of each commission required by and at no coate the Company print to the Company initiating construction. Bullets the Company will start expensation. Seed males of may and comments must be chance by the Applicant of trem, tree storage and other obstructions that conflict with construction, staked to show property corners and survey corner pount, and graded to within ex instance of final grade. with and multilized. In addition, the Applicant shall provide studys showing that grade strong the case and profiting must be maintained by the Applicant during communion by the utility.

#### 3327 Contribution and Crades

The Applicant shall pay the suppared positifument sport receipt of women modification them the Company. No utility commeters shall conseque prof to exember of the Louingcound Distribution Facilities Destaution Agreement and forth in Turth Smitt New 9 700, 9 701 and 9 702 and payment in full of the entire contribution. Where, by serind agreement the Applicant performs any of the work accountly performed by the Company, the Applicant shall execus a credit for meawish at expedience with the craft presents creatment herein, provided that the work is in secondaries with Computer specifications. Such credits shall not exceed the total differential costs. The credit will be granted after the work has been reported by the Company and, in the case of Applicant-installed conduit, after the Company pails all applicable continuous.

## Dige

Legation of Demploisin-Parolities Underground distribution facilities will be located, as determined by the Company, to inclume their accomplishing for majoranes and operation. The Applicant shall provide accessable locations for majors and transformers when the design of a second section tradescal building or its apparentness limit proportial accountability fire market, noting, or mility recovery report out affective to

#### 33.25 Special Combines

The costs quoted in these rules are based on conditions which permit employment of rapid construction techniques. The Applicant shall be responsible for necessary additional hand digging expenses other than what is assembly provided by the Company. The Applicant is responsible for clearing, compacting, sharp removal, poving, and addressing other special conditions. Should paving, grass, landscaping or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching and backfilling and be responsible for restoration of property damaged to accommodate the installation of underground facilities.

#### 13.2.10 Point of Dalivary

The point of delivery shall be determined by the Company, but normally will be at or near the part of the building musest the point of delivery shall be determined by the Company's electric supply as available to the property. When a location for a point of delivery deferent from that designated by the Company is requested by the Applicant and approved by the Company, the Applicant shall pay the estimated full cost of the primary/secondary lateral length, including labor and materials, required its access of that which would have been needed to much the Company's designated point of delivery. Any redesignation requested by the Applicant shall confirm to good safety and construction practices as determined by the Company. Laterals shall be installed, when possible, in a direct line to the point of delivery

#### 13.2.11 Location of Meter and Raceway

The Applicant shall install a meter trough at the point designated by the Company and a naceway to accept the service lateral conductors if needed. Both will be installed to accordance with the Company's specifications

of Australia or Shoot No. is 5204

Issued by: Illian Cohen, Senior Director, Regulatory Rates, Cod of Service and Systems S. E. Rossig, Director, Rates and Taroffs-Effective: Keptomber 16, 2010

Cancels Flewarth Tentle Revised Sheet No. 6.520 Cancels Flewarth Tentle Revised Sheet No. 6.520

(Compatibility Short No. 9:310)

15-3-12 Contribution by Applicant

The Applicate shall pay the Company the average differential and however, installing eventical and undergonava doubtest testing the fellowing.

 Primary lateral, more oil doors overflood immension purely, per mountrid immediations and much each calciumcondust motto occord 150 feet in pulsels and 300 feet in loops.

#### From Existing

## Anthura Contractor

rt 1 Arthur	From Overhead Terramotion Ivent	Linkeyman Termination
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3) Three physometric (150 KVA)	30.00	\$5.00
() These phase radial (300 KVA)	30.00	80.00
Vi Stagle plant from	10.00	50.00
0) Two phase two	50.00	-50.00
2) Three phase loop (130 KVA)	30.00	50.00
8) Three phase Icop (300, XVA)	50.00	50.00

50 Secondary over and lateral, excluding buildeds or function box, with presention to Applicant's coying yaldering ground than 20 fair from Company story pole.

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2) Large wealst phose	\$4,005-401,102.34
3) Small three plans	Sale-Assert VI VI
f) Large three plane	SENOU AND THE HE

17 FPL served orbit equality in unstance provided and continuer installed 2" PVC (for main line installed in 60 angle. for 1200, 2 wire service, or 125 angle for 1200 69; 3 wire service) other materials enter our post loan 5 feetund to more than 100 feet from the FPL pole.

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27 Installed on a wood pole - impressible docutions	\$50-Lalor3700	\$539,78310.10
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g Carga-per hashbole	Samuel and the
2) Pad Mornall Secondary James on Bloc- per Nex	A3319-21-52 ST

3) Pad Misrated sociality American Califord, used offers Sectional Loads accord the capacity of the secretary junction but (above) or when the member of the service conductors occased the capacity of the just measured transference. Theselogue is only applicable of the employity of the continues a service conductor districts to less than 500 MCM.

For calculat functions consecting up to 12 sets of counterest \$450 mis-88 \_\_010 its Tapping service conductors (Functional 17 sets) per air \$460.00 to 70

(Continued on Shart No. 6 330)

Issued by: Lillian Colors, Senter Director, Regulatory Entry, Cost of Service and Sentemble Renain, Director, Rates and Torolla-Effective: August 12, 2013

Eleventh Twellib Revised Sheet No. 6.530 Cancels Eleventh Fenth Revised Short No. 6.530

			6.5701

Primary option few including option and exhicipating not up.

1) Single Phase - per how

14/04/04/23 2013

2) Two Plane open have STTING Phac-perting

Additional entailmings charge fire tendescountil primary hazerals excluding trench and cable-to-counties which except thrimin as in 152 to at

1) Single-Plase- per foot

NUMEZ OF

2) Two Plane - per foot

53.431分

3) Three Plane - per foor

BUHLET

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14 Singly Plane - per Son

96441030

2) Two Phase - per front

\$12.50 | 1 17

3) Three Phase - par foot

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The above costs are based upon accordances that will perint serving the local and operant favolution system within the comment of the control of educated service/coductive/development are desired escapsive by the conguny to provide and/or maintain adequate netwine and are required by the Applicant or a governmental agency to be aestalled underground, the applicate shall pay the company the average differential sort between such underground finaler mains within the

many are a strong and astrod development and equivalent overflead feeder many, as follows:

Applicant's

Cost per foot of frade-much within the

lantandari para di para para di para d

should present (portading synthesis)

Cost per above governly administrational switch prockage.

REGINGSON

\$33,716,8429,717,80

The Company will privide one standay amature: appearment at me additional charge to the Applicant adding 10. now or additional load to meet with installation of the Applicant's comparities and ecolosists) into a pulmorated transfermer, potential in result (see it content from hours in direction) during several lease of operation Additional appointments will be provided upon rapical, of the Applicant is continue

(Continued on Stant 6:340):

Issued by: Tiffany Cohen, Some Devotor, Regulators Rates, Cost of Service and Systems, Director, Mates and Tariffa-Effective: September 5, July

Seventh Figure Revised Sheet No. 6:540 Cancely Seventh State Revised Sheet No. 6:540

(Unstituted time libert No. 6 530) Completion Adjustments (12.0) Divisits will be allowed to the Applicant's contribution as Socion 13.2.17, where, by cannot agreement the Applicant provides translaing and backfilling for the company's facilities Challe to the Applicants Connibation SHATET 1) Credit per face of primary trends. \$3.00 2) Craft per foce of secondary french Credits will be allowed to the Applican's combiness in section 13.2.12, micro, by monal agreement, the Applicantinated in Company-provided contact per Company contractions 1) Could per first of 2" sending \$0.700 ( 7) Credit per friet of larger than 2" combin-10.00 Credit will be allowed to the Applicant's contribution in Section 18.2.12. Where, by mutual agreement, the Applicantivestalls a Company-provided handbote per Company instructions. 1) Credit per luque hundhele-puintary splice box SATERASTICAL. D. Credit per small handhold SPARSED? Credit will be allowed to the Applican's contribution in Section 181 O, where by minute agreement, the Applicant metally a Company-powered concern part for a part-mounted transformer or part-mounted capacitot back per Companyessimenon, Directit per pad CHERTE II 91. Could will be allowed to the Applicant's completion in Section 13.2.17, where, by install agreement, the Applications with Company spoonded concrete part for a parl mounted feeder worlds chamber per Company induction, Card@per (mil. SHALL STORY .... If Golds will be allowed to the Applicant's contribution in Section 13.2.42, where, by mitted agreement the Applicationally Company provided concerts pad for a fixeder safety box per Conquery anatyse tous. Contil per splice has STREET, ST. ST.

Insued by: 13thus Colon, Senior Director, Regulators Rates, Con of Service and Systemos E. Romay, Director, Bates and Turalli-Effective: August 12, 1944

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Issued by: Tiffuny Cohen, Semor Director, Regulatory Ratex, Cont of Service and Systems Effective:

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Math Seventh Revised Short No. 7,030 Coursels #10th Sixth Revised Sheet No. 7,030

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Sixty Fourth Fifth Revised Sheet No. 8.010 Cancels Sixty Fourth Sixty Therd Revised Sheet No. 8.010

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UST-1	General Service—Non Durnard - Time of Use (0.3024 kW)	8:107
18D-1	Figure M Service Demand (3825-409 EW)	8105
USD-IEV	Electric Vehicle Charging Influentionne Rador Filed	8.496
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USC 15-1	General Service Conduct Dags	8 127
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The state of the s	Revolution Supressed Front Res.	8284
Plati		8.707
KIR-I	Residental Time of Use Ricks	8.203
CI)	Common Use Facilities fidds	8211
Wa-ILA	Speciestal Vicesa Velicio Lampia Scrimos Ibilia Para	8213
RUC	Residence Load Management Programs	9-21T
CMLD/1	Fairneral Service Larger Demand (200) (1997 kW)	8.310
CISLIDATEV	Heathe Vehicle Charging Infrastructure Rader Pilot	9311
GSLDT-I	Gentual Service Large Dumand - Tutus of Use (360-1999)(W)	8.320
CS-1	Cartallable Service (503-1999 kW), (Climp), Subplicial	8.330
cat-I	Custofiable Service - Time of the (500 1999 kW) (Classic Schools)	8.340
0810-7	Limited Service Large Demand (2000 kW +)	8.402
GSLOTZ	General Service Large Demand - Time of Use (2000 kW+1	8 425
HEAT	High Load Paceir - Time of Use	8.425
C%-2	Containable Service (2000 EW + ) ((3.5cmf, 5-bio058c)	8.432
(361)2	Custailable Service -Time of Car (2000 kW +11Cles of Schools)	8.440
(384)	Custallible Service-Time of Use (49 kV in above) (Charle Schultur)	8.512
(5.1	Cornabble Service (09 kV or above) (Claude Schoolse)	8.549
GSLD-3	Commit Survice Large Farmand (60 hV on obsess)	K.551
CREDI-3	Gerned Service Large Demand+Time of Use (69 kV or above)	8.552
108-2	Sports Field Serrice; Tiosal School de	8,662
ABT	Metropelitum Transat Servica	8,670
CILC-I	Commercial Industrial Louis Control Program (Closed, Schedule)	8,650
C138	Contracted Industrial Demand Reduction Rister	8.680
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BLr1	Street Lightfrey (1300ch Schedule)	8.713
10-1M	Wester Landston Memoral Services	11.716
869	Printers Lighting (Chosel Schools)	9.720
O(a)	Chiebles Lightson of Legal Substitute	9.725
31-7	Tantile Bernit Review (C.) and John Into	9.750
50-201	Traffic Samul Material Survive	8.701
EE4	LET) Lighting	6735
06-101	Cland on Sidney (Cloud Solnshile)	9/210
RL 1	Recently mad Lighting (Chief or her hay)	8.743
387-1	Standay and Supplemental Service	8,750
25.5T-1	Interruptible Standly and Supplemental Service	5.700
ED92	Economic Development Rider	8.800

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2021

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02.h	Littery Constit Presid Channey For Economy Virtualities Print	BOAL
829-1	Selar Printer Condition Files Bisher	8.931
TWELL THE	Community Deeps: Vehicle Planning formers Rate Phin.	8.942

Issued Ire: Till pur Colorn, Senior Director, Regulatory Rates, Cost of Service and Systems. Effective:

Fifth State Revised Sheet No. 8,030.2 Cancels Fourth Fills Revised Sheet No. 8,030.2

## (Care med from Short No. 8 000 1)

## TRANSPICK RIDER CREDIT

The following alphasis shall be applied to the Monthly Raise of each title actendate or subscript that were coloranted as accordance with the formula applicable by the Florida Public Stress Monthly on The Transition Risks Great is applied to all according within the arrive arise previously stread to FIT major to January 1, TOTA if shall be applied around because I the major and multiplied processing the previously formula for the period of the position specified below.

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U.Supuned in (Stant No. 3 (200 J.)

Triping Sheet No. 8030.1

## (Community from Sheet No. 8 (80 %)

## TRANSPHONRIDGE CHARGE

The following chappes are applied to the Monthle Rate of cash our introduce as indicated and were called all accordance with the formula approved by the Florida Pohilis Service Commission. The Transition Rober Charac is applicable to all accounts within the service upon previously served by Oalf Tower 14 that he applied monthly beginning because of the agent and distributed below.

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ALL AND SEAL ROLL	2.08		1085		1.504		Bac		9.411	
Gh t 688 L	2.65		1300		1.155		600		0.05	
OSD-I, OSD-IEV, OSDI-1. HLPT-I SDTR-1	Laid		1.292		8.970		2002		5.323	
OSLD-1, OSLD-0EV. OSLDT-1, CS-1, CST-1, ELFT-2-SDTR-2		587		111		3.40		122		4,13
GSLD-2, GSLDT-7, CS-2, CST-2, HLET-A, SOTR-2		0.00		1.38		3.66		164		[3]
OSLD-), OSLDTO, OS-1, OST-)		4.92		1.03		2.05		1.02		0.40
DSQ	1.436		1.209		0.282		0.035		0.227	
calcoage		5.58		1.47		2.36		224		1.72
(0,040)		5.60		1.0		3.30		2.25		1.12
CITC-RD		402		1.03		255		1.07		0.90
BLACK PLANTA	2.876		2301		1.70		1.150		5,578	
OL-L Id-L	2.8%		2.001		1.7%		1.150		6,325	
Detro	224		170		Less		\$150		4025	
(62 Hall Girt)	213		2.10		134		1450		1100	
	<u>htm</u>	UDC	agn	100	9110	1000	8840	lic	#Ub	(MX
	\$100	MANU	55W	kaw	140	84%	510	ASYL	b'aler	534
SST-1711 LIST-1111	1130	1/42	(940	940	in.	0.42	124	10.19	22	12.05
\$87-14111-887-1412) \$87-14111-1881-1412	0.04	11.47	eur.	0.32	0.50	11.74	0.34	8.18	0.13	17.08

(Complete No. 196-1995.)

Issued by: fillany Cohen, Senior Director, Regulatury Rates, Cert of Service and Systems Effective:

Original Sheet No. 8 030.4

(Exercised from Sheet Soil FOREX)

## HURRICAST AUCHAEL STORM RESTORATION RECOVERY

## APPLICATION:

The Strem Resonance Recordery Streetings by language to conver instrumental starm existed costs accorded by the (Company relead to Fluminum Michael: It is applicable to all successes within the service sette gravitosally served by Gulf. Poster: The factor is applicable to the Emergy Charge under FPL is various size schoolses.

Rate Schotlife	#5000
ALL KWH - RS-1 RTR-1	0.865
GS1, GST-1	00000
GSD-1, GSD-1EV, BLET-1, SOTK-1	0,443
GSLD-1, GSLDT-1, GSLD-1EV, CS-1, CST-1, HLFT-2, SDTR-2	0.547
08LD-1 05PLW-2 (25.1 CST 1 HLFT-3 SDTR-3	0.254
GSLD/3, GSLDT-3, CS-1, CST-3	0.234
087	1.178
CILC-((0)	0347
CILC-1(D)	0347
CIDC-1(1)	0.234
St. J. SE-JM, PL-1, 1.7-1	1,178
OE-I	1.179
OSTH	1178
31-2 SLOM (ISO1-)	1.178
381-1(1) 1881-1(1)	024
85F-1(D1), 88T-1(D2) 50T-1(D3), BS3-1(D)	0.234

(Continued on Short No. 8 030 5)

Ovigunal Short No. 8 030.2

## Whitehold from Short No. 8 (000.4)

## HURRICANE SALL V STORM RESTORATION RECOVERY

## APPERIONATE VO

The Storm Execution Recovery Inechangs in domained to recover incremental about related costs increased by the Company related to this case to a free provincing in most by Gulf Tower. The Tiener is similarly to the Energy Charge under ETC's version real adequates.

Emplicishits	43.Wh
ALL KWIL-RS-L-RIBA	11,360
USE GST-1	0.329
HEFFE SOTE 4	0.167
GRUD-L GSUITE L OSLD- IEV, CS-L CST-L HLFT-2 SUER-2	0.130
OSLD-2, OSLUT-2, CS-2, CST-2, HLFT-3, SDTR-3	0.081
OSED-LOSEDY-L	0.003
032	0.740
OLC-1071	0.110
CILC-I(D)	0.130
CILC-I(f)	0.087
BLUE PLANER IN	11.229
01-1	0.218
perag	0.200
84 - 4 - 4V 0 0 0 0 0	(0.910
587-1(1),1581-1(1)	10047
55(1-1(13), SST-1(13) SST-1(13), SST-1(13)	HART

(Commont of Sheet No. 8 631)

Issued by: Tiffany Cohen, Senior Director, Regulature Rates, Cost of Service and Systems Effective;

Gancely Fillshowth Revised Sheet No. 8.031.

(Continued from Share No. 6 030.5)

#### FUEL COST AND PURCHASE POWER RECOVERY CLAUSE/FUELs:

The morely clarge of costs rate whether shall be nounted to the reason (100) a per allower-interest of sales to reflect the processor of costs of food and nuclear facts and preclased grower (containing requesty prepared) for each fallowest-hour delivered, matching often adjustments. Find Costs and Purchased Posts a Recovery Parties are accountly calculated amountly, the the billing period of January Benigh December and any adjusted to accomposite change or in roots from one period to the next.

## ENERGY CONSERVATION COST RECOVERY CLAUSE/CONSERVATION:

The monthly charge of each rate schedule shall be counted to the man of a 100% per follower bear of sales to or their like accounts of one are written with the company. The Company shall record both proported and actual expenses and records accounts to the implementation of the Company's Energy Conservation Plan a suffering to the following appoint recovery and recording of such costs and articles as at first in Commission Eds. 25-17-015, P.A.C. Energy Conservation Cod Recovery Endows are remarks also developed aroundly, for the following period of January manys December and on adjusted to interpretate charges at earth from our period to the seat.

For non-demand rate solvender, the Energy-Conservation Cost Recovery Charge shall be applied to the customer's total kWh. For Demand one solvenders (other than those listed belows, the Energy Conservation Cost Recovery Charge shall be applied so applied to the customer's balling formulal Charge on One Field Demand Charge on specifical by the rate solvenders Excellent Excellent Recovery Charge shall be applied to the customer's Conservation Recovery (thange shall be applied to the customer's Conservation Excellent Excelle

## CAPACITY PAYMENT RECOVERY CLAUSE/CAPACITYS:

The monthly charge of each rate schools shall be possible to the reason is 0.00 per followed from of sales or Moles per followers of demand to reflect the recovery of capacity code of patchased power, recluding other adjustments. Capacity Payment Recovery Eaches are established extendly. For the follow panel of follows through December and are objected to recognishe always at code from one period to the next.

For providing part schoolses, the Capacity Payment Charge shall be applied to the convent's total Whi. For Demand rate schoolses (other than those losted below), the Capacity Payment Charge shall be applied to a realizer why, the canadam a letting demand the Capacity Payment Charge shall be applied to the Capacity Payment Charge shall be applied to the constitution in peak demand. For Rate Schedules SST-1 and DST-1, the Capacity Payment Charge shall be applied to the constitution of the Capacity Rate Schedules SST-1 and DST-1, the Capacity Rate system Demand Charge (REC) and Delty Demand Charge (DDC) shall be applied to the Charge Standard Demand and the Contract Standby Demand on the Contract Standby Demand on described in sentimes (2) and (3) of Demand Charge for each rate schedule.

## ENVIRONMENTAL COST RECOVERY CLAUSE ENVIRONMENTAL:

The monthly obuge of each rate schedule shall be recented to the name of 500 p an illustrative of sales to reflect the pressery of environmental compliance costs as approved by the Fanta Public Service Commission. The Environmental Cost. Recovery Factor in normally calculated aroundly, for the hilling period of Jensery through December and are adjusted to incorporate changes at costs from one period to the next.

### STORM PROTECTION PLANS

The provide change of such that indicates shall be completely the immediately per labeled from all such of \$0.01 per labeled for the force of \$0.01 per labeled for the force of the force

the possibility form that the possition of the State Committee of the section of the section of the light of the form of the section of the s

(Command on Shart No. 8 032)

Issued by: Titlings Cuben, Senior Director, Regulatory Bales, Coul of Service and Systems 5 T. S. ...... Biocompliance of Fundamental Published St. 1914

Second <u>United</u> Revised Sheet No. 8.032 Cancels <u>Second First Revised</u> Sheet No. 8.032

(Cremined Born Short No. 8.031)

## FRANCHINE FEE CLAUSE:

The Abstract of each job school days automed by the appointed potentials for the each function uppers at their the Parallele. For Parties which are incremental by reflections out of this classic and to filed with the Worlds Parkin Service Commonweal. The parameter factor shall be against after appropriate affectivents.

#### TAX ADJUSTMENT CLAUSE:

The Tax. Adjustment Claims shall be applied to the Monthly Rate of each filed rate schedule as understed with refraence to adjustment.

This or means the applicable proportionale part of any trees and assessments imposed by any governmental authority below at an excess of those in effect on the effective sine barroot, which are someous or the basis of the transfer of matter, the number of endounces, the price of electric energy in service sold, receptions from electric energy in service sold, or, the volume of energy generated or purchased for sails or sold.

Such texts will inconstruct, any to be reflected on the bills of only those systemes within the jurisdiction of the governmental authority imposing the texts and accomments.

## POWER FACTOR CLAUSE:

The Power Factor Clause shall be applied to the Monthly Faste of each rate exhibition communing a specified Demand charge. The Contenter's unfamiliar apapears shall not result in a power factor at the point of delivery of less than 85% laggarg at the time of maximum demand. Should this power factor be less than 85% lagging detting stre month, the Complete may adjust the readings taken to determine the Demand by multiplying the [35] obtained through stack readings by 85% and by devicing the result by the power factor actually established at the time of maximum demand during the current month. Such adjusted makings shall be need in determining the Demand.

## ERASSITIOS RIBER

The explicible copyright code or shows of exchange goods and be comed to the operational property and of the or \$100 per blooms for a property of the Exploration of

The set of countries of the entire of the en

(Continued on Short No. 8 003)

Fifty Fourth Little Revised Sheet No. 8.101 Cancels Fifty Fourth Little Third Revised Sheet No. 8.101

## GENERAL SERVICE - NON DEMAND

## RATESCHEIZLE US-L

#### AVAILABLE-

in all territory care knowled

## APPLICATION.

For identic arrives trajected for an experience or trajected in the property and any other purpose with a demand of the three 20 21 kW at less.

## SIJEVICE

fargir phase, or hertz and at any available standard distribution voltage. Three phase service will be pureled without additional charge ratios the Company's line extension policy is applicable threats. All service required on partners by Customer shall be familied through one natur. Results of fervice is not permitted becoming

#### MONTHLY BATE.

Common Stor Chapt.

\$10.05[1.0]

Non-Tool Enemy Charges

## Additional Charges

General Service Load Management

Program (of applicable) Say Shart No. 8, 109
Final Charge Say Shart No. 8, 109
Shart Charge Say Shart No. 8, 104
Final Say Shart No. 8, 109
Final Say Shart

See Hilling deligenment section Want No. 8 (W). In additional against a charges

Minman Street | 1 or and billing rependent of complete

\$75.00 viller billion an extension and contains.

Nam-Aletered Accounts

A Guestian Classe Charge of \$5.44.5 for wall apply to these

(in) Meteord Accounts
A constraint flow, Charge of \$5.64 for will apply to those accounts which are hilled on an estimated final and, of the Company's option, do not have an installed mater for consuming shores service. The attenuan charge shall be \$5.545 or

## SPECIAL PROVISIONS

Energy and he commutes swend findings of confirmation, oxygenetics and harmowyers' associations may quality for the postlermal rate whether as see Extlesia Store No. 8 23 1, Bider CV.

#### TERM OF SERVICE:

New loss than one of Lybring period.

## BILLIS AND ADOLLATIONS.

Service under this whether is subject to enters of preventional feeters having particular, and to the executity officers. Commit have and Experience for Deeple Service's an fair with the Planta Notice Service's remainders in case of conflict between any previous of the substitute and and "Commit Rates and Reputational to Electric Service" the provision of this selected dual apply

Issued by: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective demand-2011

Furty Second Third Revised Sheet No. 8.103 Cancels Forty Second Forty First Revised Sheet No. 8.103

#### GENERAL SERVICE - NON DEMAND - CIMICOLUSE (OPTICINAL)

BATE SCHEDULE: OBT-1:

AVAILABLE

feed second second

APPEICATION:

For electric service required for excess a part of embedding power and my other purpose and independent to the purpose and i

SERVICE

Single phase, 60 herte and at any available standard distribution voltage. Three phase service will be provided without additional charge unless the Company's time extension policy as applicable thereto All sovece support on common by Chargene shall be familiard throughout more. Reside of service is not permitted hereunder.

MONTHLY RATE

Costone Carl Chago 510411191

Non-Faci Energy Chapes On-Faci Princis Off-Faci Princis
Base Energy Chape 44.100617 127g per UVh 2.6004.245g per UVh
Control Chape She She No. 8 000

Community Company See Short No. 8.030

Additional Charges

General Service Load Management

| Source | Tanger | Source | S

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Minimum Seasott a 25 and billion weaps positioning any artist to \$21 or after billion was an east fortion any provider.

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RATING PERIORS

City-Pass

<u>November 1 through March 31</u> Mendoys through Eridays through the fourt from a me <u>FSS</u> to 10 a m. <u>FSS</u> and 6 p.m. <u>ESS</u> to 10 p.m. <u>ESS</u> and 6 p.m. <u>ESS</u> to 10 a.m. <u>ESS</u> and 6 p.m. <u>ESS</u> to 10 p.m.

April 1 through Capater 31. Monthlys through Feelings dating the hours from 12 toom 201 to 9 p.m. 201 enthning. Memoral Day, independence Day, and Labor Day.

Different

All other boars.

(Cornegued on Short No. 8, 104)

Issued by: Telliny Cohen, Sexior Director, Regulators Rates, Cost of Service and Systems

Effective: January 1, 2021

Cancels Fourth-Flind Revised Sheet No. 8.104

(Continued from Short No. 8 103).

## TERM OF SERVICE

Instal service under the rate schedule shall be not less than one (1) billing period. Customer ion the option or often to billing under fatte GS-1 upon request. However, a scentile for not less than one year shall be required to renew GS1-1 billing if this option is excessed. Customer may billish this contract by paying to the Company the remaining differential in the Government Charge for the balance of the 12-month contract period. This payment may either be in a lamp sum or speed over the remaining more than the contract period.

## 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.

Leased by: <a href="https://doi.org/10.1007/j.com/preparation/lease-stat

Cancels Forty Ninth Forty Fabilit Revised Sheet No. 8.105
Cancels Forty Ninth Forty Fabilit Revised Sheet No. 8.105

### GENERAL SERVICE DEMAND

#### BATE SCHEDULE (1864)

#### AVAILABLE

Lorangian served.

#### APPLICATION:

For electric service required for some and ground nervice or industrial lighting, power and any offer purpose with a managed Dennard

which is a 15 kW and has fine 500 kW. Considered with a Dennard of the strength of 15 kW and a many areas an agreement

for sortice under the schedule based on a Dennard Charge for a manusary of 44 25 kW.

#### SERVICE

Single or three places, on here and or any or estable standard distribution voltage. All service required on processes by Costoner shad be furnished through one mater. Reside of service is not permitted because.

## MONTHUY BATE:

Customer Plany (Tango \$2m 6278 |

Demont Chieges

Unite Depart Charge \$1,200 just just ber kW Common Depart 1 have Com Short No. 8 (00) Commonwell (1 have See Short No. 8 (00)

Non-Fad Energy Charges.

Additional Charges.

Control Service Load Management

Two Tax State Control of the Assessment of the State S

Manager. The Control of the Charge for the correctly officient flow Domaid For Control with a Domaid Section Section 25.5 We wis an above among an approximation specified by whether the flow of the Control of the Control of Charge (flow) the Control of the Control of Charge (flow) the Charge (flow)

## DESTAND

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## TERM OF SERVICE.

Not less flarrencyon.

## BULES AND REJULATIONS.

Service under this solpoint is subject to craim of potentianal bodies having paradicions and to the cutarity effective "Ligarial Roles and Regulations for Bloom: Service" on the with the Plenda Public Service Communities. In case of conflict between any provious of this schools and and "General Roles and Regulations for Electric Service" the provision of this solved is stall apply.

Isourd by: Tilling Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 4, 2024

First Revised Sheet No. 8.106 Cancels Original Sheet No. 8.106

# ELECTRIC VEHICLE CHARGING INFRASTRUCTURE RIDER TO GENERAL SERVICE DEMAND (OPTIONAL PROGRAM)

## BATE SCHEDULE GSD-1EV

## AVAILABLE

In all survives of the proof of the Floride Public Service Communium ("FPSC"), or terminated earlier by the Company upon notice to the FPSC.

## APPLICATIONS

For electric service required for the purpose of communication of engage or influstrial public electric schicle charging with a measured Demand or entering poster than or expend in set 202 kW and less than 500 kW. Eligible charging installations must be accorded to the public for a manufacturing or general use.

## SERVICE

Single or three phase, 60 heres and at any available mandard distribution violage. All service required on primition for electric velocite changing will be furnished through a dedicated note:

#### MONTHLY RATE

All robes and charges under Rate Schedule GSD 1 shall apply

## DEMANDO

The Demonst to the AVV to the national vehicle (V) as determined from the Community and the national for the national of T and the national of the national of T and the national of the natio

## TERM OF SERVICE.

Not less than one year

## 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: Tiffuny Cohen, Senior Director, Regulatory Bates, Cost of Service and System-Director, Bates, and Tariffo Effective: January 1, 2016

Furty Fourth Filth Revised Sheet No. 8.107 Cancels Farty-Fourth Forty-Third Revised Sheet No. 8.107

## GENERAL SERVICE DEMAND: TIME UP USE

ESPTENAL

RATE SCHEDULE (SOIT-)

AVAILABLE

to all terror plant to this.

APPLICATION

For electric service required for second second service inclusing facing, power and any other purpose with a manufact Domain! on measured 24 at June 22 kW and June than 500 kW. Convenient with Demands of loss than 24-25 kW may many an agreement for service socks this achieved based on a Unimed Charge for a parameter of 24-25 kW. This is no regional pair available to Course Service Penned autimor upon rogest subject roma albitry of meson

Right or their place; 40 ferm and at my socialists contain dentification orders; All service suggests on yearing by Continue staff for nour last through the mosts. Result of service is not period of himself-

SENTILLY BATE

mark Link Plants Marie Co.

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Base Descript Charge porkWith tend outing true is probable of

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the state of the State Sec. 15 little Advantage section, 20 of \$1 + \$1/20. It is all beauty and by let drawn.

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EATING PERFORM

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April 1 Records Depoint 21, Mondate through its boys during the boars from 12 from 12 J. b. v. on 1251 according Manuscrill Day. Independence Tay, and Labortley.

DEPosit

All other fourt

ATTACAMENT OF BRANCH NO. R. 6081

hand by: Tiffany Cohen, Smior Director, Regulatory Rates, Cod of Service and Systems Effective: 1,2025

Fourth Fifth Revised Sheet No. 8 108 Cancels Fourth Haird Revised Sheet No. 8 108

## (Commed from Sheet No. 8 107)

## LIMMAND

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## MAXIMUM DEMANCE

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## TERM OF SERVICE:

Not less than one year.

## 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.

board by: Hilliam Colon, Senior Director, Regulatory Rates, Cost of Service and Systems 5, 6, Rossing Ownstor, Rates and Lording Processor, March 7, 2001

Fourth Fifth Revised Sheet No. 8.109 Cantals Funth Dired Revised Sheet No. 8.109

# CHUSINESS ON CALL\*PROGRAM

## KATE SCHEDULE BOX

## AVAILABLE

Available only within the paragraphen areas served by the Conquery's Load Management system.

## APPLE ATTOM:

To pursuing a specific days Schudder USS I and USSO-I who does to participant in this program, who utilize direct opposition central electrics air conditioning and have operating from that include 3 p.m. <u>EST</u> to a p.m. <u>EST</u> a minimum of from weak-days per week.

#### SERVICE:

The sum as specified in Rate Schedules GS-1 and GSD-1.

#### LIMITATION OF SERVICE

The same as specified in Rate Schedules GS-1 and GSD-1. Central electric air conditioning expapment shall be inturnigited at the option of the Company by massis of load management equipment installed at the participant's premises.

#### MONTHLY BILL CREDIT

Participants receiving service under this schools will receive a Monthly Bill Credit of \$2.00 per ton of air conditioning for the recents of April – October. The air conditioning tomage will be calculated by dividing the managinate BTU rating by 12,000 BTUs per ton. The tomage will then be standed to the nearest half-ten to calculate the monthly could amount.

The total Monthly Bill Credit shall not exceed 40 percent of the applicable Rate Schedules GS-1 or GSD-1 non-find energy and (where applicable) Base Domand Charges actually incurred for the month and no credit will be applied to reduce the minimum bill specified on Rate Schedules GS-1 or GSD-1.

## INTERRUPTION SCHEDULE:

The participant's control electric air conditioning squipment may be interrupted for 15 minutes during any 30-minute period with a cumulative interruption time of up to 180 minutes per day. If this is smaller to provide sufficient element reduction to avoid an emergency situation, the equipment interruption may be interrupted for 17.5 minutes during any 30-minute period with a cumulative interruption time of up to 210 minutes per day.

The limitations on interruptions shall not apply during emergencies on the Company's system or to interruptions caused by force majorar or other causes beyond the control of the Company. The Company at its discretion may also perform interruptions for readmess testing purposes.

(Congrund on Short No. 8 110)

Issued by: Hittan, Colon, Scolar Director, Regulatory Rains, Cost of Service and Systems, Fillows Colons, Obsterior, Rains and Familie Effective: July 7, 2020

Second Revised Sheet No. 8.110 Cancels First Revised Sheet No. 8.110

(Continued from Sheet No. 8 109)

#### TERM OF SERVICE

A participant may discontinue service under this Rate Schadole by giving the Company seven (7) days advance notice. If the participant requests to be removed from the program, then the participant will be analysis to re-participate again in the program for one year (12 months) from the time participation indeed.

#### SPECIAL PROVISIONS

- The Company shall not install load management equipment if the installation named be economically justified for muons such as
  excessive availation costs, oversized undersized cooling equipment, abnormal utilization of equipment (including limited
  occupancy locations), or poorly maintained equipment.
- Billing sinder this schedule will commence upon the installation and completion of the neglections of the load management againment.
- If a participant has multiple units of central air conditioning againment, then all most be connected with lead management expansion for the Monthly Bill Credit. In such circumstances, total term of cooling againment will be used to determine the total Monthly Bill Credit.
- Installation of the Company's load management equipment in the participant's facility in the sole responsibility of a licensed,
  independent contractor or Company representative. The participant agrees that the Company will not be liable for any damages or
  injuries that may occur as a result of the interruption or restoration of electric service pursuant to the terms of this Raie Schedule.
- 5. If the Company determines that the participant on longer uses the equipment signed up for the Program, or the equipment in discontented or not communicating, then the Company shall discontenue service under this schedule and has the right, at the Company's sole discretion, to remove the associated lead management equipment.
- The participant is required to give the Company and the hornest, undependent contractor reasonable access for installing, maintaining, testing and removing the Company's load management equipment, and for verifying that the equipment effectively controls the participant's equipment as intended by this Rate Schedule. Failure to provide access will result in the termination of participation until such access ingranted.
- 7. If the Company determines that the effect of equipment interruption has been offset by the participant's use of supplementary or alternative electrical equipment, then service under this schedule may be discontinued and the participant may be billed for all prior Monthly Bill Crodits received by the participant from an established date upon which supplementary or alternative electrical equipment was used. If such a date council by established, their retailing shall be for the Monthly Bill Crodits received by the porticipant or the lesser of the number of months received surfer this Rate Schedule or the previous needer (12) months. The participant will be ineligible to porticipant in the program for twelve (12) months from the time their participation was terminated.
- If the Company determines that its load management equipment on the participant's permiss has been rendered meffective by the use of mechanical, electrical or other devices, disconnection or other intentional actions ("tempering") by the participant, then the Company may discontinue than participation in the program and full for all expenses involved as removal of the load management apartment, plus applicable investigation charges. The Company may retail all prior Monthly Bill Credits received by the participant from an intuitive description due to the participant of the fluster of the remove of secretar receiving service under this Rate Schedule or the participate to the loader of the removals the participate in the program for twelve (12) months. If the Company terminates the participant, then they will be analighted to participate in the program for twelve (12) months.

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: July 7, 2020

Twelfile Thirteenth Revised Sheet No. 8,120 Cancels I'm effiliables outh Revised Sheet No. 8,120

#### NUMASTANDARD METER RIDER - SISMRC (CHTIONAL)

#### KILLER, NSMIII

#### AVAILABLE,

The aff mining various strey full put the

#### APPLILIZATION

The Robe is available to continue who stock constrained non-communicating meter service in Just of the standard communicating smart motor service ("Opt-Out Continues"). This is an optional Right standard to communicating smart motor service ("Opt-Out Continues"). This is an optional Right standard to communicating smart motor in the standard mater service. Continues who fail to provide reasonable scores to present a product material and to provide reasonable scores to present replacement of the near-standard tem-communicating mater with a standard communicating smart works shall be desirable to take service trader Right NOME, provided they are not probable from doing to pursuant to the "Laminton of Service" provision of this SSMR. Service pipele this optional and to pursuant and the Computer's closer.

#### SERVICE

The same of this queezeed in the Opto-Line comment a course of plants and whether

#### LIMITATURE OF SERVICE

The Roberts as whole to continue with head and suggested with the destine more service to be destroic as a functional or manufactor of the control of the co

#### CHARGES

All charges and provisions of the Opt-Out Customer's otherwise applicable rate schoolade shall apply. In addition, customers who elect service under this Rider will be charged an Errollment Fee and a recurring Monthly Surcharge. The Errollment Fee consists of an initial lamp som payment.

Enrollment Fee: \$89.00 Monthly Surchage: \$13.00

#### TERM OF SERVICE:

Not less than one (1) billing period.

#### SPECIAL PROVISIONS

Contention of the wise eligible at primines where EPL has intended to deploy smart meters who have not received a smart meter and have (a) actively creofied in the NSMR program during the enrollment period or (b) not actively creofied in the NSMR program during the enrollment period and have been demand to have elected to take the non-standard service under the optional rate, will have a grate period of 45 days following the trainal latting of NSMR charges to contact EPI, requesting cascellation of service under NSMR and accept unrallation of a standard communicating meter. NSMR charges that have been billed (Enrollment Fee and Monthly Surcharge) will be weived after installation of the standard communicating meter.

A replacement for a non-minute more more more than possibly an adults about our magnet management, between male this first may require the temporary metallation of a plantaril communicating inner in order to minute about a service to the promise. Under surmal operating constituous the use of a temporary standard motes should not exceed one till billing period. If the contours who is taking very present to the KISAR triff is regarded to have the standard motes for more than your full billing cycle. FPL will coopered the Montally Standards note a sense another motes a post-field.

I betterm taking service under this Baker rejoining to a new premier who write to continue service under NSMR, we expend to migrate new service under the Kicker melading payment of the Law Remail for at the new payment. Constraint who cased service under this Ricker and then been re-march to the service of the service of an income mental also to request to enter a section Feedback Pee.

I Word by: I Many Cohen, Senior Disputer, Registrary Raise, Cont of Service and Scaring S. E. Rosnig, Disputer, Maint and Familie Affective: January 3, 1915

LORDA POWER & LIGHT COMPANY	Griginal Short No. 8 (20.1
(EVen	rimust from Shifts Act # 1200
ELLES AND BUILDINATE WS  service under this Bulle to subject to option of governments (applications for Electric Service) on file with the Plantin Service) (digitally and out "Georgia Rales and Regulations for Electric	Livelor having providence and in the controlly effective. "General States and the Service Communicate in gase of conflict between any previous of the Service" Segretation of the schedule shall apply.
	1000

Twenty Second Divid Revised Sheet No. 8 122 Cancels Twenty-Second Tunniy First Revised Sheet No. 8.122

#### GENERAL SERVICE CONSTANT CRAGE

#### RATE SCHEDULF, CBCL-)

#### AVAILABLE.

Javan and American

#### APPLICATION:

Available to General Service - New Domest contempts that minerale a relatively construct Why mage, and a domest of heartfair in-25kW-orino Eligibility is imbained to General Service customers whose Maximum I/Wh Per Service Usey, over the current and prior 23 months, is orthor 5% of their everage monthly k"A'h per arriver days calculated over the same 24-month period. Controlled and in the New State of the Control of the Control of the Agreement This is an opposed Rate School of military for Control Service conforming open regulard.

#### SERVICE.

Single plane, 66 horte and at any worlddo-stuniand distribution yellogo. Essale of services and presented horizontal

#### MONTHLY RATE:

Contrared Charges

Non-Paul Brough Charges.

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Base Friency Charge\* 4.33(1)(2) per Comdant Usage William Company Charges\* 4.33(1)(2) per Comdant Usage William Company Charges\* 5.3(1)(2) per Comdant Usage William Charges\* 5.3(1)(2) per Comdant Usage W See a startle II the behavior of the the \$1994 Contracted Linear Allerton Manhamore, Chicago, Come the El. They Provide and Street, Marry

#### Additional Charges:

Name of the St. O'R of St. 1972 Apr. St. 197 Charles mayor

San Shan San British Epopolises Print Tax Clame See Short No. 8.032

See Allian Administration, Section 6.037, Avantonic operation of

#### TERMINE SERVICE

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#### DEEDWITTONS

I/Wh the Service Day - the total I/Wh in biding mostly devided by the number of days in the follow mostly

Maximum CWh For Service Day a the highest FWh For Service Day experienced over the computers) print 23 month billing periods

Constant Usage EWh - the Mayaness EWh Per Service Day makinglight by the number of service days nother current billing period,

(Circumstand on Sheet & 123)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Pilective: Jones 1-2011

Original Sheet No. 8.123

(Centinued from Sheet 8.122) SPECIAL PROVISIONS. Should the customer's Maximum kWh Per Service Day exceed 105% of the average of the monthly kWh per service days calculated over the same 24-except period, the account will be transferred and billed under the CS-1 Rate Schedula. RULES AND REGULATIONS: Service under this Rate Schedule is subject to orders of governmental bodies baring 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 Rate Schedule and unit "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

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

Effective: January 1, 2006

Fifty Seventh Lighth Revised Short No. 8 201 Cantels Fifty Seventh Fifty Sauls Revised Short No. 8 201

#### RESIDENTIAL SERVICE

#### KATE SCHEDGLE: RS-1

#### AVAILABLE

In all temperatures and the

#### APPLICATION:

For service for all demonstratives at submidually method dealing units and in deployer and explores including the separately-instance of conformal Scalables of a resolvated Carleton (i.e., parages, water pumps, etc.). Also for service to controlly-install facilities of conformation, executive and homeoverse associations as of forth on Short No. 8.211. Role CU

#### SERVICE:

Single phase, no horiz at available standard distribution voltage. These phase service may be transland but only under special strangements. All resoluting service required on the purmases by Contamer shall be supplied through our mater. Results of service is not permatted horsester.

#### MORTHLY RATE

The Control of the Co	SECOND ON
Non-Fuel Charges Hase Energy Charge	
All additional kWh	# 4440 OE3e per kWh # 2447 ok3e per kWh
Corners Department Charges	San Shop him \$ 1040.
Sentence of Charge	Fee Shart No. 8,030 Fee Shart No. 2,030

#### Additional Charges:

Residential Load Management
Program of agricultury See Steet No. 8 217
Facil Charge See Steet No. 8 217
Facil Charge See Steet No. 8 218
Facil Charge See Steet No. 8 200
Facil Charge See Steet No. 8 200
Facil Charge See Steet No. 8 200
Facil Charge See See See See See Steet Of the goldford agriculture state.

Minimum 19 148 00 mm billion assemble difficultion are control to

#### TERM OF SEXVICE.

Not in a thouse (4) Willing period.

#### BULES AND RELEATIONS:

Service under this occasion is subject to orders of governmental bodies having jums acroin and to the naturally officere. Vicinial Reference Contribution for Electric Service or Six order between any provision of this schedule and and "Commit Reference Regulations for Electric Service" the provision of this schedule and and "Commit Reference Regulations for Electric Service" the provision of this schedule and apply

Usued by: Tiffany Colon, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2024

First Bresset Short No. 8,202 Concess Original Short No. 8,202

#### MESSITERITAL CYNICHSCHAL FIXHORAGE

#### HATE SCHEDOLD FLATA

#### AVAILABLE.

In all arms served. Accomplise to execute Passe such track in the Times. Out Power agrees also as at human.

1. 2022. Will be an allebe to all new care liments once belling contact modifications are complete.

#### APPLICATION.

To sustantism in good could standard who have valid hilling information for service parameter entire Kets. Substitute RS 1 or Nate Scientific (FS-1 in their country parameter for the hourse month braved introduction mesodate the offer, excluding purposery service are eliminated to request the IT-AT-1 into-

#### SERVICE

Single phase, sell here an available student distribution reflect. These phase perrice may be introduced to one only another social stranger with. All some a resourced on Personal to the Construct shall be supplied formula one order. So sale of some in page promitted betweeker. Constructs with material states on the account of who subserble to the Note Standard Notes and English Politics.

## Brid, progravit A.

Amount 1881 - Estimatest Amount Home Charge - Ultramathest Atomat high Schooling Engray contactive - Entomated Dilling Admissments contactive St. X (1 - Red. 250cm)

Back Carocour's armed bold is agreeful or amount for the corocomic

#### Monthly Bill - Samuel Ball 12

the Common periods and effective the retties to which continues another any read to arrow they are in our with traffic continues and effective orday. If a continue a people-shoot is reviewed, the data on values the continues a people is trail more from a which the continues to the continues of the period. See appears for our real full me period. This advances only reflects a disease of the method of days in this follow, period and the purpose of the continues of days in this follow, period and the purpose of the continues of the period of the continues of the period of the continues of the period of the period

The consists around residue foll will be designed as set forth above and will not quively a remainder of designed for the charges from which we appear the special later under Pace Asturb to RSA or Road Residue (S.A.).

#### DEEDSTEINS:

Estimated Annual Base Charge — Dig and maked, monthly base charge by Hare Schedule RS-1 or Have Schedule RS-1 or Have Schedule RS-1 or Annual Schedule RS-1 or Have Schedule RS-

Extended Around KW is a property almost creaty excountly in the state of the first the community to the state of the state of the community of the state of the s

Estimated Energy contactWh — The estimated loss rate energy charges for Rate Schedule RS-1 of Sons Nehedule 178-1 on applicable.

Extension Julius Adjustments contribute. - 100-min 1985. Adiabatical Chair and from Human for Rate Scientific Physics School 456-1, acaming the

comment in the law to street

Issued by: Till ptr-Colon, Synna Director, Sequinters Rates, Cost of Section and Systems Effective:

Original Sheet No. 8 293.1

#### (Continued bear Short New 202)

#### REPENTATIONS (Community)

66xk Adder — the index is used to compensate the Europey for the risk emissions with meature scaled communition as well as the risk resourced with the scorressible amounts. This mide, will no exceed the

Normal Westher Hased on seasonal herrors dearer-days and cooling drares-days.

Applicable Removal Charges . Any deformal between actual usual total on Bata Schedule RS-1 or Rote Schedule CS-1 as applicable, and the innoval collected under Fixed Rate.

#### TERMANICUMERACE.

pervise unger thin preschae wall be est a period of text from abut intravent.

All attained Food, Start offers will be updated with their mexicon year consumined and contracts will adventuably believe to the following year upless the presument units to be consumed united by

A customer tilling will allows, from the program prior to the and of the 12 month account period. According Removal Charges will apply

II. a personance beginning the control of the state of th

If a questioner becomes actionate to a Food Rate pointers, the Company will follow standard procedures for Samford Residential Tariff concerners. If the elements is allocorrected for terminations, the customer will be compared from the Food Rate program and Applicable Removal Changes will apply.

The Computer experience We right to transporte the comment's Fixed Beta program Nettice Agreement if the contempor's total Actual County Using expected their Total Engineer Total Beta XWI Using the at Jose XVI for a least three operations, provide. If the contempor of removed from the Fixed Pate program due to expensive assignment of the program will report with north the minimum or advance of they are at 198 of them, are at 198 of them of the program that to expensive tours.

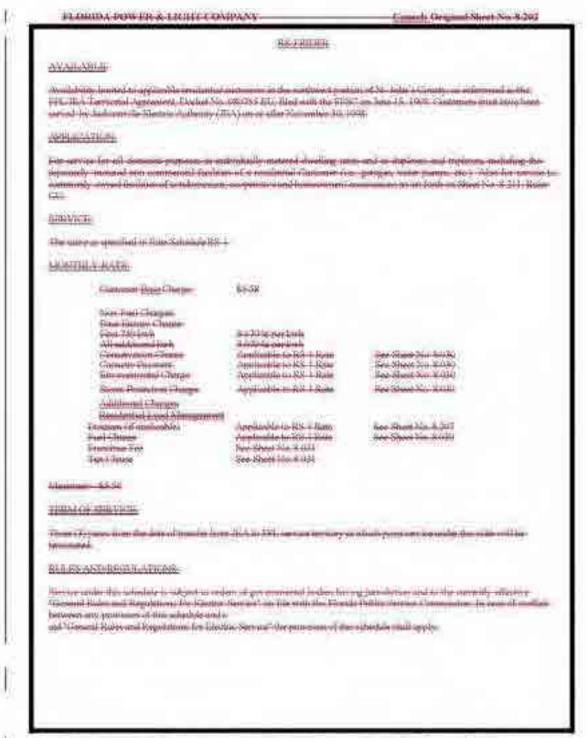
The Company shall have the Gassetton to traine any of the Integrang charges that moved observant apply as a consequence of confillings, demand to a Pasce. Size one-point's extense contact for a motival display, jet offsit intuities confident for which so concurrent has been declared to a inversionable back sufficient to make such a declared.

#### DEPOSIT

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#### CARNASO RESEARCH

Sensor water this acted to a support as orders of greatmental busing his regularity and by the campulation of directly and follows that Separations for Electric Service, in this with the Plants Public Service Commencer. In case of separation for the commencer, in the with the Plants Service and Commencer in the province of the school of



Cancels Twelffig Derruth Revised Sheet No. 8.203 Cancels Twelffig Derruth Revised Sheet No. 8.203

## RESIDENTIAL TIME OF USE BUYER - RTW-1.

#### BIDIOL ETP-1

AVAILABLE

THE RESERVE AND LOSSES.

#### APPLICATIONS

For service the life determine purposes in universally excited dealing units and in depletes and regions, exciting the separate sections as sections a

#### SERVICE:

Single phase, 60 hertz at available standard distribution voltage. Three phase may be supplied but only order special amorganizate. All temperature sources supprised on the premises by Chaleman shall be supplied through one motor. Results of service as not permitted beneatable.

hatid service make this rate schedule shall began on the East scheduled sorter cooling data following the consideration of the time of use mater. The Consecute first bill will reflect the Lewer of the charges under Rate Schedule KS-1 or RTR-1.

#### MONTHLY RATE.

All rates and charges under Nata Schedule RN-1 thall apply to arbitrary the RN-1 Course one Charges the RTIG-1 Fase Energy and Took Charges and Credits Differs Associates applicable to on and off peak rough shall apply

Continue los Chargo

38-148-69

#### No.

Since Statement Charges Signal a COS LWAy All addressed SWAN

See Rate Selected a S.S. J. Chara Sci. 8-260 See Bade (Charles AS. J. Chara Sci. 8-200

ETH, Bear Energy Charges Credits Brace Energy Charge Chi-Pink Penod 1000212 0138 pm 1Wh CHEPON Period

#### Additional Charges Continu

STR Ford Charges (south - See Street bid (Solid)

Six Billing Afronousis scores Short So. 8,930, for a Miterial applicable thought

Misurages

\$5.40 of and believe water modification in complete \$25.00 ofter billing system readifications are complete.

#### EATING PERIODS

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April I theraph (School 2). Aboutly through Feders demonstrate from (Types) [2] to 9 pm (2) architection to main the independence Dec, and Labor Day.

OEPok.

All other bones.

Issued by: Tilliam Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: Journey 4, 2024

Earst Revised Short No. 8-204 Lancel Original Short No. 8-204

(Continued from Sheet )- 8 203)

#### TERM OF SERVICE.

tritial service make this rate adsolute shall be not less than one (1) billing period. Comment has the option to return to billing arrier tion.

RS-1 speciments in the contract to not have the comment shall be required to renow RTS-1 falling if the agrices is everywell. Linkeying that is fulfill the contract to paying to the Company the comments differential in the Contract Blang Charge on Rate Scientific RS-1 and RTS-1 for the balance of the 12-month comment period. This payment has eather be in a large card or spread one the commenting months in the contract period.

#### BULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having junishelton 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. Romin, Deceter, Butto and Turible fillians Colum, Sensor Director, Regulatory States, Cost of Service and Systems

Careels Second First Revised Sheet No. 8.211

#### CONNECTO USE PARTICIPES - ROPERCE.

#### AYABABBITY

in all

#### APPLICATION:

To provide the the application of exadence was for energy sent in the common displace of revidence southenance, residence cooperatives, as well as the content again of exidential in recomment assessment.

#### LIMITATION OF DERVICE

The Costomer must demonstrate to the Company compliance with the following criteria:

#### Condominium and Cooperatives:

100% of the energy is used exclusively for the co-owners' benefit.

None of the energy is used in any endeavor which sells or cents a commodity or provides a service for a fee.

Each point of service is separately metered and billiot.

A responsible legal artity is established as the outtoner to when the Company can render its bills, and receive payment for said

#### Homowners' Associations.

100% of the energy is used evalusively for the number homeowners' benefit.

None of the energy is used in any endower which sells or sents a commodity or provides a service for a fire.

Each point of service is separately metered and billed.

A responsible ligal entity is established as the customer to whom the Company can runder its fills, and receive payment for said service.

Membership in the homowners' association which controls and operates the common facilities is required as a condition of properly ownership in the subdivision, and such requirement arises from restrictions of second which are set out or incorporated by refusince on such member homowner's dead.

Such restrictions require each member homeowner to pay his ber proportionate share of the costs of operating and measuring the common facilities. This obligation to pay must be enforceable by placement of a lien on the member homeowner's property and by foreclosure for non-payment of such liens.

The homeowners associations are compared of persons owning configuras lots in a planted development, and the continuity owned facilities are located within the development.

#### SURES AND REGULATIONS:

Service order the tider is induced to independ positionistical bedies toping production and to the instructly effective. Central bases and Regulations for Electric Service, and the Foundation of the Electric Service Commission to use of conflict between any production that their materials and top! Commission and Regulations for Electric Service, the produces of this refer shall again.

Issued by: S. E. Romin Hillary Cohon, Senior Director, Regulatory Rates, Cost of Service and Systems Director, Botto and Tareffee (Species, 20, 2003)

Original Short No. 8 113

## RESIDENTIAL FLITTER VEHICLE CHARGING SESSIONES RECORDED THE OPTIONALS

#### PERCHERCHER WS-17A

#### AVAILABLE

Of the country of the property of the property

#### ASSESSMENT OF THE PARTY OF THE

Server is provided through the installation of Augment for the Community of the Contents of providing a condense with Server of Servers at Eath on the Augment. The Contents will love the option to educate the Dall betchmin or Engaged Units Server at Marine.

#### LIMITATION OF SERVICE

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#### MONTHLY SURVIUS ENYMENT.

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Manufact Stongton Libergy Stongton College	2235 31275	118.31 112.72
Total Monthly Survice Present	538.90	527.14

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Francy Chees			10/2	

(Corntage on Stant No. 9.714)

# FLORIDA POWER & LIGHT COMPANY (Compart for Short to \$ 212) (STING FEBRUAR ON Ship. ON Ship.

Chi-Balli,

On Other 1 Broads March 11 Morrisys through I make depine the bears force a to EST united and EST and a non-EST in 10 per
EST continues Transferores Designation (No. 2017-2007).

Original Shret No. 8214

April 1 through Licoter 31: Montain results of the print the own from 12 poor SSL to 9 pm; ESC obtaining Alemental Loci, but increased the part of the poor

All attor bonne

#### MATTERINGE

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#### TERM OF SERVICE

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#### BECOMESSION FOR CARLY TYRING VALUE.

Charges has the right in property the expression for the convey many spear without armost two common countries that it See Any street, surface. To make the contract will be assessed as so taken that the expression.

#### ELECTRANTI REQUIREMENTS FOR

Service under the Right is address or under colours for many bottom and to the contents of them. The most falle and for the Clarife Service or the wide the Library for the wide the Library Committee of the Library for the wide the Library Service of the Library for the

Issued by: Ifflany Colora, Sensor Director, Regulatory Raics, 4 set of Service and Systems Effective.

Second Revised Sheet No. 8.217 Cancels First Revised Sheet No. 8.217

#### RESIDENTIAL LOAD MANAGEMENT PROGRAM (RESIDENTIAL ON CALL\*PROGRAM)

#### RATE SCHEDULE: ROC

#### AVAILABLE:

Available only within the geographic arms served by the Compuny's Load Management System.

#### APPLICATION:

To ensioners receiving service under Rate Schedule RS-1 who elect to participate in this program and who utilize central electric air conditioning.

The following electric appliances are digible central air conditioners, central hasters, committed water heaters (excludes tankless instantaneous, solar, heat pump, and heat recovery unit water heaters), and ownering pool pumps. All new program participants as of October 31, 2020 must include central electric air conditioners. If the participant's system also has a central electric heater, this must also be included, inclusion of water heaters and electrician pool pumps is optional. Prior program participants' appliance selections and eligibility requirements remain unchanged. Participants who exit the program and later rejoin will be subject to the participation requirements in effect at the time.

This Rate Schedule is not applicable for service to commerly-owned facilities of condominum, cooperative or homeowners' associations.

#### SERVICE

The same as specified in Rate Schedule RS-1.

#### LIMITATION OF SERVICE

The same as specified in Rate Schedule RS-1. Participant's premise must be occupied for at least 9 months of the year. The participant's clocked electrical applicances shall be interrupted at the option of the Computy by means of lead management equipment installed at the participant's premise.

#### TERM OF SERVICE

A participant may charge: (i) their interruption option (from Cycle to Steel only), (ii) the selection of appliances, or (iii) discentinue service ander this Rate Schackle by giving the Company seven (7) they advance notice. If the participant requests to have one or more appliances removed from participates in the program, such appliances) will be eneligible to re-participate again for one year (12 manife) from the time participation ended.

#### MONTHLY BILL CREDIT

Participants receiving service under this Rate Schedule will receive a Monthly Bill Credit as follows:

Appliance	Applicability	Monthly Bill Credit
Central Electric Air Conditioner	April - October	\$6.00
Central Electric Hoster	November - March	\$2.75
Conventional Electric Water Heater	Year-Round	\$1.50
Swinning Pool Pump	Year-Roand	\$1.50
Prior Participants Only (Cycling) - Central Electric Air Conditioner	April - October	33.60
- Central Electric Hoster	Newstaber - March	\$2.60

The total Monthly Bill Credit shall not exceed 40 percent of the Rate Scharlain RS-1 "Base Energy (Tunge" actually incurred for the month (if the Budget Billing Plan is selected, actual energy charges will be utilized in the calculations, not the levelized charges) and no credit will be applied to reduce the minimum bill specified on Rate Scharlain RS-1.

(Continued on Sheet No. 8-218)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: July 7, 2020

Third Revised Sheet No. 8.218 Cancels Second Revised Sheet No. 8.218

#### (Command from Short No. 8 217)

#### INTERRUPTION SCHEDULE:

Appliance	Interruption Schedule
Central Electric Air Conditionar.	Up to 180 minutes per day
Central Electric Space Heater	Up to 180 minutes per day
Convertion Electric Water Heater	Up to 240 mimitus per day
Swittman, Pool Pump	Up to 240 minutes per day
Prior Participants Only (Cycling Only) - Central Electric Air Conditioner	15 minutes per 30-minute period/numbative intemption up to 180 minutes per day.  If markles to provide sufficient demand reduction to avert an amagency situation, may increase to 17.5 minutes per 30-minute period/cumbative interruption up to 210 minutes per day.
- Central Electric Space Heater	15 minutes per 30-minute period / cumulative interruption up to 180 minutes per day.

The limitations on interruptions shall not apply during energencies on the Company's system or to interruptions caused by force majoure or other causes beyond the control of the Company. The Company at its discretion may also perform interruptions for readiness testing purposes.

#### SPECIAL PROVISIONS

- The Company shall not install load management apagement of the installation carnot be economically justified for seasons such as excessive installation costs, oversized understand heating or occlung equipment or alternal inflication of equipment, (including vacation or other largified occupancy residences).
- Billing under this Rate Schedule will commune upon the installation and completion of required impactions of the load management opapment.
- If a customer has multiple units of the same appliance type than at least two quality for the Monthly Bill Credit attributable to that appliance type. In such circumstances, only a single Monthly Bill Credit for that appliance type will be applied per premise.
- 4. Installation of the Company's load management equipment at the participant's promise is the sole responsibility of a licensed, independent contractor or Company representative. The participant agrees that the Company shall not be hable for any damages or imprise that may occur as a result of the intemption or restoration of electric service paragent to the terms of this Rate Schoolide.
- If the Company determines that the participant no longer uses one or more of the appliances signed up for the program, or the equipment is disconnected or not communicating, then the Company shall discontinue the associated Monthly Bill Credits and has the right, at the Company's sole discretion, to remove the associated lead management reprigement.
- 6. The participant is required to give the Company and the horsest, independent contractor reasonable access for installing, maintaining, toxing and removing the Company's load management expansion, and for verifying that the equipment effectively controls the participant's appliances as intended by this Rate Scheckle. Failure to provide access will result in the numeral of the affected appliances from the program or full participation termination until such access is granted.
- 7. If the Company determines that the effect of equipment interruptions has been effect by the participant's use of supplementary or alternative electrical equipment, then service under this Rate Schodule may be discontinued and the participant billed for all prior Shootily Bill Credits received under this Bate Schodule from an established date upon which supplementary or alternative electrical equipment was used. If such a date carnot be established, then rabilling shall be for the Monthly Bill Credits received by the participant for the lesser of the number of months receiving service under this Rate Schodule or the process twelve (12) months. The participant will be ineligible to participate in the program for twelve (12) months from the time their participation was terminated.
- 8 If the Company determines that its load management equipment at the participant's pursue has been undered ineffective by manhanucal, electrical or other devices, disconnection or other intentional actions ("tamposing") by the participant, then the Company may discontinue their participation in the program and bill for all expenses involved in minoral of the load management equipment, plus applicable investigative charges. The Company may refull all prior Montlely Bill Credits received by the participant from an established tempering due. If such a date cannot be established, then refulling of the Montlely Bill Credits shall be for the losser of the number of montles receiving service under this Rate Schedule or the provious tweive (12) montles. If the Company terminates the participant, then they will be ineligible to participate in the program for bodye (12) montles from the time their participates was terminated.

bssed by: Tiffany Cohen, Director, Rates and Tariffs

Effective: July 7, 2020

Underly Eighth Thirty North Revised Sheet No. 8.310 Cancels Thirty Eighth Dairty Seconds Revised Sheet No. 8.310

#### GENERAL SPRYICE LARGE DEMAND

#### BATE SCHEDULE - OSCID-L

#### AVAILABLE

in all successions sixted.

#### APPLICATION

For stadies service traject for service to any other pages; to any other pages; to any customer with a monocord demand of at less \$500,kW and less than 2,000 kW. Contracts with depends of less than \$60 kW manners are precisional for service scales this Solicikie based on a Demand Charge for a minimum of \$00 kW.

#### SERVICE

Single or flace phase, of facts and at any smalleste standard distribution voltage. All service required on promises by Contourne shall be familiard through one mater. Results of service is not permitted becomes

#### MOSTILLY RATE.

Calculate Charges

579-893 37

Demond Charges

Fless Domard Charge \$48-in [2,78 per kW of Demand Corporaty Physical Charge See Charge \$480 (100 at 100)

Conservation Charge See Shart 210 at 100)

Stem Polestics Charge - See Sheet No. 5 (20)

Non-Fiel Liningy Charges:

Base Enorgy Charge 12841 3 65¢ per kWh

base many Charge Company Company Company

#### Additional Charges:

Fuel Charges Know March No. 6,030 Name Charge See Short No. 6,030

Franchise Fee See Short No. 9 (13)

Toy Clause See Short No. 1 (183)

See Billion Adventurers author, Short No. \$199). For additional method of shares.

Witnesser, The streamer State Charge plan the charge his the currently effective flow Demand. For these Counterers with a Demand of the their 900 kW order terrestrian agreement for sorrice made the schools. the minimum charge shall be the counterer flow of the particular plan 900 kW terrestrian of the flow of the flow of the particular plan 900 kW terrestrian of the flow of t

#### DESTANDE

The Tormand is the KW to the powerst whole A.W. or determined from the Company or matures, or spring and sometime for the Warmand's control or an about the sound force The Tormand is the LW to the Company's discount appearance or at the Company's

#### TERM OF SEXVICE.

Not less than entry one.

#### RULES AND REGULATIONS.

Service make. The saleshife is endinged to endow of governmental bodies having growth has an in the compatible "General Rules and Regulations for Flactice Service" on this with the Photole Public Service Communicate for control of control between any processor of the schedule and said "General Builds and Regulations for Electric Service" the processor of this achievable shall apply

Issued by: Tiffuny Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2021

First Revised Sheet No. 8.511 Canach Original Sheet No. 8.511

# ILLECTRIC VEHICLE CHARGING INFRASTICUCTURE RIDGE TO GENERAL SERVICE LARGE DEMAND (OPTIONAL PILOT PROGRAM).

#### RATE SCHEDULE: GSLID-JEV

#### AVAILABLE

In all territors and served. Server under this rule; shall territorise five years from the all'active date of the Landau rule. Server Commission ("EPSC") or terminated carrier by the Company upon active to the EPSC.

#### APPLICATION:

For electric service required for the purpose of extreme of general survice, or educated public electric vehicle charging with a transmitted distribution of 500 kW and less than 2,000 kW. Edigido charging considered must be excessible to the public for commercial or general use.

#### SERVICE

Single or three phase, (it bette and at any sentiable turnhead destructor voltage. All service required on promous for electric voltage at argonic will be turnhead through a dealinated meter.

#### A RIGHT V RATE

All mess and charges under Rese Schedule (\$20.1) - Stallage's

#### DEMAND

The Demands is the JAW is the program where LAW is determined before the Company's interpret with a complete to the Section of Contract of

#### TERM OF SEKVICE:

Not less than one year:

#### HULES 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 assit "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

Issued by: Titlany Cohen, Settion Director, Regulatory Rates, Cost of Service and Systems Effective: June 1, 2021

Thirty Numble ortieth Revised Sheet No. 8.320 Cancels Thirty, Nmth Thirty Eighth Revised Short No. 8,320

#### CENERAL SERVICE LARGE DEMAND - TIME OF LISE TORTH WARREN

#### PATE SCHIEN BY GSLEET-I

#### AVAILABLE

to all assessment in service.

#### APPLICATION:

For electric privace paging the wave-resid general correct or authorized lighting, power and any other purpose to any Construing with a presented themselved a light SO kW and less than 2,000 kW. Castavares with demants of less than 500 kW may cover authorized for service water this schedule based on a Consult Charge for a garangem of 500 kW. This is an optional rate available to General Service: Large Demand contonues upon organit subject to availability of mances.

#### SERVICE

Single or famo phase, of horizont at any available standard destribution voltage. All service required on promote by Customer shall be famished through one mater. Reside of service is not permitted becomes:

#### MERCHILY RATE

Common Part Clarge \$200,000(3.3)

Demant Charges

Rest Domand Charge \$12.48) 7.10 per kW of Danied occurring during the On-Paik-period.

Maximum Domand Charge 20 T4 per kW of Maximum Limited.

Cognesty Payment Charge See Short No. Kristo Conservation - Jensyle New Street Van Schill See Sheet No. Wolfe Storm Protection Clarge

Non-Fiel Lineary Charges. Off-Fook Percel On-Fox Estical Base Energy Charge yes short her days 118s per

LWitness Towns Clause

Additional Chargos:

Fred Charge See Short No. Kirkl Say Share No. Republic Showing Charges Ferrebra Fee See Short Mo. 8035 T-Chi-See Short No. 2 (81)

See Billing Administrate audios, Short No. 8 (30), for additional spelicitive diarros-

Minimum. The Common Stage Plange plan the charge for numerity effective Base Demand. For these Continuous with a Termind of less than 500 kW who have extend an agreement for activity under the schools, the recurrent charge shall be the schools because they Charges plan. 500 kW mines the Baser Dominal Charge; therefore the minerates charge to Section 185: 175-32

#### EATING PERIORISE

Oth Produ

Security I through March 31. Moreleys through Friday sloring the hours from 6 a.m. [SET 40 are \$257 and 8 p.m. [SET 40] 16 pm [57] suchdary Thinkingstone Day Chairboas Day, and hear Year's Day

Articl 1 Strongh Chapter \$1. Monotoys through Fridays during the boars from 12 monoto 5 p.m. ESS prainting Memorati Day. independence that, and Later Day

HH5-Posts

All othis home.

(Creditated on Sheet Std. R.371)

Issued by: Tiffany Cohon, Senior Director, Regulatory Rates. Cost of Service and Systems

Effective: January 1, July

Second <u>Third</u> Revised Sheet No. 8.321 Cancels <u>Second First</u> Revised Sheet No. 8.321

#### (Communitorn Sheet No. 8 320)

#### DEMAND

Demand a Get Control to the countries of the designed or park persons of one energy equation for the selection proved of Control to the designed or park persons the country of the countries of the designed or park persons the Computer's problem, equations the Computer's problem, equations the countries of the Computer's problem of the countries of the countries

#### MAXIMUM PARAMETERS

Editoring Chemical in the LOC as the represent whole LOC, as decorposed from the Company's measure equipment and assumer. For the 30-minute period of Conserver's provide use during the month as a located for priving factor.

#### TERM OF SERVICE

Not less than one year

#### RULES AND REGULATIONS

Service under this schedule is subject to orders of governmental holder having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florada 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: Fiffing Cohen, Senior Director, Regulators Rates, Cost of Service and Systems S. L. Roman, Director, Mates and Family Effective: March 7, 2003

Forty Jana Securit Revised Sheet No. 8.330 Cancels Forty First Faction Revised Sheet No. 8.330

#### CURLAILABLE SERVICE

(Cloud Schulida)

RATE SCHEDULE ITS I

AVAILABLE

from appeared.

APPLICATION.

For any second of the Company of the Company from time to time, and is of farming 9.700 kW, will entire this Democracy 500 kW or more upon support of the Company from time to time, and is of farming 9.700 kW was taking service previous to this schedule. Continues with demands of at least 200 kW but issee than 100 kW may even an agreement to service under the East Schedule based on a Command Change for a minimum of 500 kW.

SPRINT

Single or three phase, of hertz and at any available standard distribution voltage. All service required on promises by Costoner shall be formation through one mater. Conde of service as not permitted hereatake.

MUNITIBLY RATE.

Communicación Charge Side (8) [1]

Demuni Charges

Blace Demand Charge \$3.548(1) per RW of Demand

Company Property Change San Short See Scille.
Company on the San Short See Scient See Sc

Non-Fiel Energy Charges:

Base Energy Charge 4.734 [ 8404 per kW5 | Extra commit Charge San Short No. 8400

Additional Charges

Son Hilling Adjournment matter, Short Wo SHAT We shill read and add to the com-

Minimum: The constraint of the plan the charge for the intensity officeing their Demand. For these Contemps with a Demand of Issue State MO KW with himse ordered an agreement for persons under the adioxide, the naturation during shall be the Common plan. NO KW times the Disserved Congression of the property in Section 2011.

#### CLIRT ARE MENT CREDITS

- 1

A mostly-cooks of (\$2-401.12) per kW is allowed based on the center! Non-Punis Defined. The Contents has the option to create the First Demand area, during the tential tention (\$2) mostly period. The moller, subject to the Term of Service and/or the Procedure for Early Termandices, a change to the Forti Demand may be made provided that the strained does not decrease the local amount of New-Forti Demand during the bosset of (b) the average of the provides (\$2 mostles, or (a) the average of the mandator of falling sensities under the Pair Schedule:

#### CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND

If the Contemporation is higher Demand thereog the course Containment Provide than the Firmt Demand, that is interpret will be:

- Rabilist of \$2.041.7.55 W for the prior to mention of the number of meetle about the prior Canadiners Ferred, with depart 1976 as our
- 2. Billiot's penalty charge of \$2-41.4 (c) kW for the current month.

The VW used for (exit the orbiting and prough charge calculations is determined by taking the difference between the maximum transact dates the capter Corbational Period and the Form Dimard for a Carbalineau Period.

(Continued on May n No. 8 331).

Issued by: Liffany Colon, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2021

Fruith Fills Revised Sheet No. 8331 Cantels Fourth Third-Revised Sheet No. 8331

(Crestmod from Short Rin. A. (207)

#### PROVISE WAS FUR ENERGY HISE DURING CURT AT MIDIT PERIODS:

When supposed to correll load, quaterness decide independent load to their First Demand for the duration of the Custofferest Period, except under the following correlations

- Force Majoran events (see Distinstone) which can be demonstrated to the satisfaction of the Company on
- multimines of generation operant which is performed at a pre-straiged time and that mutually agreeable to the Company and the 2000 over and which is necessary for the Contempt's implementation of load custoffment, or
- 3. an event affecting local, state or rangual security.

If one or more of these examples is apply, then the Charges for Non-Compliance of Cartailment Dennad will not apply, theorem, the Contenue will be belief, as addition to the riterral charges provided because, the greater of the Company's As-Available Energy cost, or the most expensive menty (calculated on a costs per kills at these bases) that FPL is prechange than this period. Less the applicable for targe. As-Available flooring on the cost advanted for Schedule COCo-1 is accordance with FPSC blue 25-17 (RCS, F. A.C. If the Company determines that the Contenue has utilized one or more of the exceptions above to an excessive paramet, the Company of luminous service make the Base Schedule.

#### CURTABLMENT PERIOD

All bears established by the Company shaing a monthly billing period in which the Customer is requested to cortail Demand.

#### DEMAND:

The Control Is the FW to the row or whole FW, as determined from the Control's morning materials and average for the XII in the control of Control of State of State

#### DEFINITIONS.

#### Forur Majorire

For the purposes of this schedule Freec Majorire means causes not within the reasonable certrict of the Customer affected and not caused by the negligence or lack of the obligence of the Customer. Such except or cocumutances may meliade acts of God, strikes, lockeds or other labor disputes or difficulties, wars, blockades, insurrections, note, anticommental constraints lowfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinety, or similar occurrences.

#### Non-Firm Domand

The current Demand less the amount of Firm Demand specified below

#### Firm Dennini

The contracted maximum domand level to which the Outcomer agrees to cortail as specified in the Customer's Agreement for Custollatic Service. This is the mecouning number of the Customer's Domand that will be necessitating a Customer's Fested.

#### CUSTOMER RESPONSIBILITY.

The Company will report the Contoner to certail their local first one-form period, once per you, for testing perposes on the first. Wednesday to November or, if not possible in a neutrality agreeable time and date, if the Contoner is load been of their excessibility certailed during a contachment event in the previous resides (12) resents. Testing purposes include the Contoner testing the contachts period of their local to amount their it does not exceed their contoners form demand level.

(Continued as Short No. 8 332)

Long by: Tiffan Cohen, Senior Ultretter, Regulators Rates, Cod of Service and Systems 6-1. House, Davence, Rates and Lorelle.

Effective: July 18, 2006.

First-Second Revised Sheet No. 8.332 Caucely First Revised Original Sheet No. 8.332

#### (Construct from Short No. 8.331)

#### THEO OF SERVICE.

During the first year of service codes this false Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to cost the program subject to the Provisions by Early Termination. It is intended that the Company will restaurant to provide and the Customer will occurate to make approximated that Read Schedule for the left of the government within him been available by the rate. There is, however, in three-may formations suffice provisions which well allow after the Customer or the Customer to terminate service make this lists. Schedule should there be measured under the thromation of the Customer's participation or the Company's efficiency of the Rate Schedule indexed.

Service under this Rate Scholide dull commune until togranish by either the Congress of the Customer upon written ponce. Transfers to a different town-form service option require 30 days 'notice, growthed that the customer does not increase the current level of congression from Demand. Transfers to a first service option with any increase in from Community to immunities to a first service of the any other mason shall require their (3) years 'notice and he adjust to the Francisco for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Scholide, the Costomer must provide three (3) years written notice paint to resuming service under this Rate Scholide.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least musty (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to dismante, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanking the foregoing, if, at any time during the "Schay period, the Customer either refuses or fails to instrate and pursue corrective action, the Company shall be estitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable from service rate schedule.

#### PROVISKINS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other contomers.

If the Customer to longer wisles to receive electric service in any form from the Company, or decides to cognituate to serve all of the proviously contailed Domand and to take interruptible starely service from the Company, the Customer may terminate the Agreement for Contailable Service by giving at least thirty (10) days schemes written notice to the Company.

If survivor trader that their Schoolste is fermiously, the Contenut will not be retailed as specified in Charges for Lady Termination if

- 4. If has been deponstrated to the satisfaction of the Company that the enquest of such transfer of service on the constrain and effectiveness of the Company's Cartafadda Service him Schedule is in the bow later as of the Continue, the Company and the Company's other bearings, or
- ii) The leaguement of vertice under the Folio Schoolship in the possit of offers the Contenter(a country operation of its invitation of the Content of th
- any other Coolements) with demand quantitative reproduct to, or greater than, that of the copoling Contentials agree(s) to take survival instea this solution and the MW demand containing automation to the Company's Committee Expansion Plan has been used and the year replacement Contentials in jury available to garders illument containing.

(Contained on Short No. 5.333)

Isoned by: Tiffany Cohen, Senior Occupio, Regulatory Rates, Cont. of Service and Settless Director, Rates and Tariffellistive: February 13, 2018

Cancels To Othe Deventh Revised Sheet No. 8.333 Cancels To Othe Deventh Revised Sheet No. 8.333

#### (Circumsed from Sheet Str. E 132)

#### PROVISIONS FOR HAILLY TERMINATION (continued):

In the even the Contente pays the Charges for Early Termination because no explicitment Contented) is (are) available as specified or pringipple a steme lost the replacement Contented(s) show (ske) because available within methy (12) election from the date of termination of service under this trate Schedule or FPL later determines that their as no need for the felly reduction in associated with the FPL Curvisiable Rise Schedule, then the Contente with refunded all or part of the rebuiling and pennity in proportion to the amount of MW obtained to replace the lost capacity less the additional cost manned by the Contents to serve those MW during any Curtuilisent Periods which may occur before the replacement Customer(s) became available.

#### Charges for Early Termination:

#### In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service.
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the sequeste three (3) yours advance written sortice; as
- it the Customer transfers the curratiable demand parties; of the Customer's load to "Fern Leanand" in to a funservice rate schedule without providing at least three (3) years advance written notice;

#### then the Concerns will be

- 1 rebriked under the otherwise applicable firm service rate schedule for the shorter of (a) the gave thirty-sec (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the manber of receible the Customer has been billed under this little Schedule, and.
- Miled a persity charge of \$4 aid \$1 per kW comes the number of months rehilled in No. 1 above times the highest custodable Denting occurring during the current month or the prior thirty-so: (36) months.

#### BUILDS AND REBULATIONS:

Service under this base Schedule is subject to colors of governmental feature having periodiction and to the currently offerine "Germal Rates and Regulations for Electric Service" on file with the Florida Politic Terrico Contains on the man of conflict between any previous of the Rate Schedule and said "Germal Rates and Regulations for Electric Service" the provious of this Rate Schedule (tell apply).

Issued by: Tiffony Cohen, Senior Director, Regulatory States, Cost of Service and Systems Wilesilve: January 1, 2001

Canada Forty First Revised Sheet No. 8.349 Canada Fortieth Harry North Revised Sheet No. 8.340

## (OPPONAL)

(/1 mtSchuldz)

#### #AVESORPELE 1914

#### AVAILABLE

by all

#### APPLICATION:

For the sense of a last 200 kW for loss than 300 kW may make an agreement for center that Schools (SSLD-1 1500 kW - L995 kW) will center the Demand by 200 kW or more upon acquest of the Company from time to tense, and as of January 2, 2018 was taking service parameter to this schools. This is an optional blace Schoolst available to Containing Service Containing upon explain. Containing with demands of a last 200 kW tax loss than 300 kW may make an agreement for service under the Base Schoolst based in a Florensial Charge for a measurement SOULW.

#### SHRVET

Single or flow phase, of horizond at any available distribution stocked voltage. All service capated on processes by Contoner shall be flaminful through one meter. Reside of service is not permitted beyonder.

#### MONTHLY RATE:

Commis Name Charge

\$145.80111 11

Danuel Chages

Base Demand Charge \$43.48(10) per kW of Demand occurring during the On-Fink Period.

Maximus Denny Charge, 10 % per KW of Maximus Dennid.

Capacity Paramet Change Law Share No. 8 (19) Canada and Change Law Share No. 8 (19) Change Share Change Law Share No. 8 (19)

Non-Fiel Francy Charges Dn-Feel Franci Base Energy Charge 2,873,705 to per 130 h Energy Charge 5,850 to 150 per 130 h Life Peak Period

Additional Charges

Family See State No. 8 and No. 8 and

See Milling A Secretary species (See May \$ 000, for a little of applicable chapter

Minuture The continued to the Charge for the country effective Base Diment. For these Continues with a Demand of Loss than 500 kW who have entered an agreement for sorting under the advantage the charge shall be the Godenne State Charge plus 500 kW array the Base Diment Charge, thought to the minuture charge is \$6.00 kW array the Base Diment Charge, thought to the minuture charge is \$6.00 kW array the Base Diment Charge, thought to the minuture charge is \$6.00 kW array the Base Diment Charge.

#### **ECURCIERCES**

Children

Noncribe | Broads March 3! Mordays though Pedays during the hours from 6 a.m. <u>FST</u> to 10 a.m. <u>FST</u> on 10 p.m. <u>FST</u> or 10 p.m. <u>FST</u> or March Spring Line Control of the Street Line (Control of the Street Line).

April I dissage Conduct 1). Mondays things Trickyn during the brown from 12 next ELT to 8 p.m. EST exchaling Memorial Day, independence Day, and Laboratory

Ulf-Peak

All otherhous.

(Contractor Sport No. 8.311)

Issued by: Tiffany Coben, Senior Director, Regulatory Rates, Cost of Service and Systems lifterlys: January 1, 2004

Somteenth Trembith Revised Shert No. 8.341 Cancels Nineternth/sightworth Revised Short No. 8.341

(Covermed from Chad No. S 14%)

#### PRICE TRIONS FOR ENERGY USE DURING CURT AILMENT PERIODS.

When expensed to certail land, commerce should enduce their lead to their Ferry Demand for the treatment of the Cortalismes Defend, except under the Colombing on

- from Majorer combines Definitions) which can be deconstrated to the unterfaction of the Company, or
- 2 on arranged of government or payment which is perfected at a pre-ground time and date controlly agreeable to the Compart and the Comment and which as recovery for the Commer proplemental or of load complision, or
- 4 an event affording local, man or may oud secontry:

If one or more of flow empressions apply, then the charges for Non-Compliance of Constituent Department of not upply the western the Continues. will be falled, in addition to the testinal charges provided becoming the general flow Company to the Available Dengy cost, or the anost expensive energy (calculated on a meter for following-base) that PPL is proclaiming thereig that period, less the applicable field charge. As Available finings cost in the cost calculated for Schedule COG/I in accordance with FPSC lode 25/17/0025, FAE. If the Company determines that the Customer has utilized out of most of the exceptions above in an exception manual. The Company will terminate pervise under fine Rate Schelebe.

#### CURTAILMENT CHERRIS

A morthly could of (\$3,000,7.15) yes bW is allowed based on the coupon from Dammil. The Contents has the option to revise the Firm Deputed once thing the metal trethe (12) meets period. Thereafter, referred to the Terms of Service and/or the Personne for Early Terms and/or the change to the Franchisement may be made provided that the problem does not decrease the total amount of from time Decision during the laster of (i) the evening of the previous 12 months, or (ii) the evening of the number of falling months under this Rate Scheckele.

THARGES FOR NON-COMPLIANCE OF CLEAR MENT DEMAND.

If the Customs records a ligher Demand during the current curtainment period than the committed remaining against. But the 6 has been well be

- Rebibol at \$3.402.151W for the prior 36 months or the number of months under the prior contailment period, whichever in limits, time!
- Billed a penalty charge of \$4.44 ( ct) RW for the center wowly

The kW used for host the rehilling and penalty charge calculations is determined by onling the difference between the minimum Tournest disting-the current Containment Period and the Firm Domand Coris Containment Period

#### DUSTAGMENT PERIOD.

All have explained by the Company drawn a mentily billing period in which the Content temperated in come Demonit

#### DEMINE

The Description LAW in the second prior K.O., as defermined from the Community are second and revenue, the first Western period. II) Deligion graves me for the designation (Ar-Park periods Harris, the points to principle for principles that between a just more same he much as absent to prove these

#### ALICONICH MARKET IN

possible Considerations and washing the most as although for toward force.

## DEFENDENCE No.

For the propose of the expedite Feter Military press cases not write the many like your it of the Copy was effected and not consol by the nagingance or Ball of the Hagenor of the Continue Stock come or environmentage may be an of God, withou bothing or disprise or different war difficulties, were Medicular inverse tone, environmental economics in fully proposed by defend, may, or local governments before, authorizing from flowing proof, accidents to oppose the mandature, or small recomments.

#### Non-tim (would

The carrier l'amount less the amount of l'irre Lineaux specified below

The contracted manuscript and designed between the fact that the contract and the contract and an expectation to the Contract and Appendix and Appen This is the maximum account of the Continues's Demand that will be served thomas a Considerant Fessel.

(Commend on Street No. 8 /67)

Issued by: Tiffony Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems.

Effective: January 1, 2021

First Revised Sheet No. 8.342 Cancels Original Sheet No. 8.342

(Continued from Sheet No. 8.341)

#### TERM OF SERVICE.

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Cuenquity or the Customer upon written notice. Transfers to a different non-first service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a first service option, transfers to a different non-first service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least minety (90) days in advance and describe the Customer's failure to comply. The Company may these terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

#### PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Cartailable Service Rote Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's cessing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously aurtailable Demand and to take interruptible standby service from the Company, or
- c say other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Short No. 8.343)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: February 13, 2018

Twelfth Revised Sheet No. 8.343 Cancels Eleventh Revised Sheet No. 8.343

(Continued from Sheet No. 8.342)

#### PROVISIONS FOR EARLY TERMINATION (continued).

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the clase of sermination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Customer Rate Schedule, then the Customer will be refunded all or port of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cont incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

#### Charges for Early Termination:

#### In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service.
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - in) under other circumstances whose effect would be to increase from demand on the Company's system without the required three (2) years advance written retrice, or
- (i) the Conjugate transfers the containable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice.

#### then the Caltimer will be

- inhalled under the otherwise applicable farm service rate achedule for the shorter of (a) the price thirty-six (3c) murths throng which the Customer was billed for service under this Rate Schedule, or (b) the mouther of murths the Customer has been billed under this Rate Schedule, and
- billed a penalty charge of \$6.401.25 per kW times the number of montin rebilled in No. 1 above times the highest cumulable Demand occurring during the current month or the prior thany-aix (36) montins.

#### RULES AND REGULATIONS

Service under this Rate Sehedale or inspect to orders of governmental hodges has any jurisdiction and to the inspection of the inspect of control of the inspect of the provision of the inspect of the inspect of the provision of the inspect of the inspe

Issued by Titling Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2021

Thirty Third Finesh Revised Sheet No. 8.412 Cancels Thirty-Third Thirty Second Revised Sheet No. 8.412

#### CENERAL SERVICE LABOR DEMAND

#### KATE SCHEDULE (09.152)

#### AVAILABLE

1

In all management inval

#### APPLACATION:

For decay, service required for community and arranger included lighting, power and are office purpose in any Castomir with a manufact demand of 2,000 kW or more. Castomers with demands of less than 2,000 kW may were an agreement for service under the include bound on a farment charge for a remainment of 2,000 kW.

#### seitvi T

Sought or three plants 60 liets and at any available standard distribution voltage. All service required on primates by Containing shall be familial through one mater. Results of service is not permitted harmonics.

#### MONTHLY RATE

Contract Charge \$200.002 (0.0)

Dissayd Charges

Base Demand Charge \$42.6812.62 per kW of Domand

Capacity Payment Charge See Shart No. 2000 Capacitation Charge See Shart No. 2000 Charge Payment of Charge See Chart No. 2000

Non-Fuel Energy Charges.

Base Energy Charge Latter State per kWh

Additional Charges.

Find Charge And Share Her States
Street Charge See Chart No. (CASIS
Financians I be S

See follow College and Section 1000 to add and apply the college and the colle

Attempts: The common part There you be cause for the causest efficiency like Lieuwell. For these Continues with a depleted lise that I NOV Was come at agreement for service surface the things to the transfer stage shall be the Common Continues place 2,000 CW term the Demonstrations the president the president of the Continues o

#### DEMONSO.

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#### TERM OF SERVICE

Not less than one your

#### BUILDS AND REGULATIONS

Service Under this schedule is indeped to orders of governmental bodies having paradiction and to the guernathy effective "General Rules and Regulations for Electric Service" on file with the Ploride Service Commission in case of conflict between any provision of this schedule and and "General Regulations for Electric Service" the provision of this schedule shall apply

Issued by: Titfany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2021

Thorty Numb or Little Revised Shert No. 8.420
Cancels Thirty Sight Harry Sightle Revised Shert No. 8.420

FLORIDA POWER & LIGHT COMPANY

# GENERAL SPRVICE LARGE DEMAND - TIME OF USE (OPTIONAL)

#### KATE SCHEDULE GREDEST

#### AVAILABLE.

le ill exyet

#### APPLICATION:

For electric service required for summerceini guard suppose architectual lighting, power and any other purpose to any Unicome who has an abbilished in measured demands of 2,000 kW or more. Customers with demands of Loss than 2,000 kW may other an agreement for service ender the schedule based on a demand charge for a minimum of 2,000 kW.

#### SIMPL

Three places, 60 limits and 60 any smallest effected distribution volume. All entract preparation promises in Customer shall be formation through one makes of services and promises beganning

#### MIDSTING BATE

Total Services

Samuel Sage

Here Demand Charge: \$12-6812 [Fpe: KW of Dimmed occurring strong the On Fast Percol.

Millerman Lamont Course St. 6A per LV of Majoritan Femilia

Capacity Payment Course San Claim No. No. 10.

Non-York Energy Charges On-Food Found Base Francy Charge 53442 540s p.m. Wh. Officer Papel.

Additional Charges

Total Total

See Billing Adjustments metror, Heat No. 8,000, Oxada in adjusted in charges

Minumers: The Construct East Cluster plan the charge for the controlly effective base Demand. For those Continue with a demand of less than 2,000 kW who have extend an agreement for service under this schedule, the resemble things that the control of Charge plan 2,000 kW treat the State Demand Charge; therefore the minumers charge is 3.50 kW treat the State Demand Charge; therefore the minumers charge is 3.50 kW treat the State Demand Charge; therefore the minumers charge is 3.50 kW treat the charge in the charge of the charge o

#### EATING PERIODS

#### On Post.

Security Literati Alaph 2) Mondays through Fordays many the house times a mighty in a mile and high mighty and high point of the property of t

April 1 Berugh Ochster 31. Mondays through Unitary through the better from 13 mars 200 for 9 mm 200 moduling Marsenal Day, Independence Day, and Labor Day.

## Cell Plak

All otherhours

VENEZUOLEN Stiert No. E. 621).

Issued by: Tiffany Coben, Senter Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1-3021

Sistli Seventh Revised Sheet No. 8 421 Cancels Stythwillin Revised Sheet No. 8 421

#### (Congressificon Sheet No. 8429)

#### DEMAND

The Drupest is the LW or for grantest which kW, as determined from the Communication as appropriate and resistant for the Way proof period of Contented around up, the title account the proof. Survey the statement of the proof of the LW to the proof of the law and the law to the proof of the law and the law to the proof of the law and the law to the law and the law

#### MAXIMUM DESHARE

Maximum Demond is the 4W to the previous whole 4W, in determined from the Company's institute suppression and systems, for the Stantoniae period of Contamon's greatest use sharing the month in adjusted for power factor.

#### TERMOF NERVICE:

Not less than one year:

#### 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 procession of this schedule and said. "General Rules and Regulations for Electric Service" the provinces of this schedule shall apply.

Lossed by: <u>Ultrary Caliery Senior Director, Secondatory Rates</u> Coul of Service and Science 5. E. Rassing, Herceson, Rates and Familia Effective: March 7, 2003

Twenty Thord Jourth Revised Sheet No. 8.425
Cancels Twenty-Thord Favority Second Revised Sheet No. 8.425

	HIGH LUAD PACTOR		
BAD SCHEDULE HUFT			
AVAILABLE:			
APPLICATION: For electric service required for conscious to exceed OF 25 kW or more. This is one CSLIFF-1, CSLIF-2, or CSLIFF-2, Rate Sel-	phond mic scholale available t		
SOURCE OF PROSPECTOR AND ADMINISTRATION OF PROSPECTOR AD			permson by Continuer shall be
ARESTHUA BATE		200	
Anna Mainner Dyman	HAL-1992	208-13068-R	LESS AND STREET
In the Charles	500 TO 12	5-011	3270.005500.00
De-Post December Charge	\$11-04(2.2)	\$1.000/.13	\$12,00 <u>(1.0)</u>
Manner Deputch Chargo	\$45.45 AL	48 147.80	58.742.77
Some Programme Company On Programme Open Programme Open Programme Open Open Open Open Open Open Open Ope	14412 1156 14412 1156	First Title	0.000-1.000s
Additional Chapter			
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Additional Chaper	marks of the same for first to same the first to same Horse		
Additional Chappers and Chapper	ber 60 mil ton street in the first tone from the street in	Extry Commet Charges ring the board from 6 are 12 estates Day, and New York	Day

Issued by: Tillany Coben, Senior Director, Regulatory Raies, Cost of Service and Systems Effective: January 1, 2023

First Revised Short No. 8 426 Cancels Original Short No. 8 426

(Command from Eriot No. 3 425)

## MAXIMUMURHAND

Maximum Demand in the KW to the increase beside KW, as determined from the Normany melecial equipment and assume for the Principle model of Charles of a present time data. On the other participation of the State o

#### ANNUAL MAXIMUM DEMANDS

Annual Maximum Demand or the highest morably Meanman Demand recorded during the last 12 months

#### CIN-PEAK THE HANTE

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#### TERM OF SERVICE

The year from the most recent Massman Demand that qualitim for service under this Rate Schedule.

#### RULES AND REGULATIONS

Service under this 1962 Schoolid; it subject to enters if governmental bodies having presention and to the executive effective "General Rades and Regulations for Resetts: Service" on the wide the Florida Public Service Communion for case of conflict between any provisions of this Rate Schoolide and said "General Rules and Regulations for Electric Service" the provisions of this Rate Schoolide shall apply.

Issued by S. E. House, Director, National County Citizen Cuben, Senior Director, Regulatory Rates, Cont of Service and Systems (Regulatory & 2004).

Thirty -Fifth South Revised Short No. 8:432 Cancels Thirty -Fifth Thirty -Family Revised Short No. 8:432

#### CURTAL ABLE SERVET (CMICNAE) (Classifichte)

#### KATESCHEDULE CS-2

#### AVAILABLE

In all territory passessed.

#### ABBUICATION

For any somewood screen service or industrial Customer who qualifies for Rate Schoolade OBLD-2 (2,000 kW and above) will curried this Demand by 200 kW or more spect impact of the Company from time to time, and as of lamory 9, 2016 was taking service promised to this schoolade (Justomers with descends of less than 2,000 kW may rater as Agreement for service under the schoolade (Justomers with descends of less than 2,000 kW may rater as Agreement for service under the schoolade (Justomers with descends of less than 2,000 kW may rater as Agreement for service under the schoolade (Justomers with descends of 2,000 kW).

#### MANAGE

Single or three phase, 60 hertz and at any available standard distribution voltage. All service copium on premises by Contemporalisal by families through one treate. Resule of service is not permitted because.

#### MONTHLY RATE:

Commo-Fine Charge: \$244.07207.33

Domest Chages.

Base Demand Charge \$43.46 [7 K7 per kW of Channel

Company Ingeneral Charge See Charge No. 2 (Tel.)
Company and Charge See Charge No. 2 (Co.)

Victoria de la Companya de la Compan

Non-Fad Energy Charges:

Base Energy Charge #4.522 Wide per kWh Simulatemental Charge For Short No. 5,000 March 10 Charge For Short No. 5,000

Additional Charges

Figh Charge See Chard No. 8,000
Dearer Charge See Chard No. 8,040
Franchis Fee See Chard No. 8,041
For Charge See Shart No. 8,043

See Hilling Adjustments section. Short No. 9 030. By a letternal sentiled by other pa-

Attenues. The Common Date Charge plus the charge for the arrangly affective than Diemest. For those Continues with a Date of the State of Continues with a Date of Continues of the Continues of Control of the Control of Control of the Control of Control

#### CURTAGNEST CREDEN

A monthly could of (\$3.65\( \) 07) per kW is allowed based on the convert Non-Firm Demand. The Lossoner has the option to prove the Firm Demand code during the entire twelve (17) month period. Thereafter, subject to the Toron of Service arrive the Previous for Early Torontation, a charge to the Firm Demand may be made provided that the revision than not decrease the total arrange of Non-Pario Demand through the later of the average of the previous 12 months, or (a) the average of the market the Rate Schools.

#### CHARGES FOR NON-COMPLIANCY OF CURTAILMENT DEMANDS

If the Costonia records a bigher Deposed change the current posted than the Farm Domaid, that the Costonian will be

- Rehalfor is \$2.542\_17 kW for the paint 36 as each or the results of mostle same the prior Camabiness Penint, whichever is less, and
- 2. Billiod a peopley closing of \$4.00 Low W for the current month.

The AW must for both the releding and penalty charge outstandown to determined by falling the difference between the management Demand during the outstand Period and the outstand Fund Demand for a Curtailness Period.

(Communication Sheet No. 8:433.)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: ...humary 1, 2023

United Fourth Revised Sheet No. 8.433 Cantels ThirdSwood Revised Sheet No. 8.433

(Command from Sheet No. 8 432)

#### ENOVISIONS FOR THIERDY LINE DURING CURTAIL MENT PERMITS:

When inquiescal to cartain load, make our should reduce their head to their Fram Demand this this diagram of the Castalanear Period, except under the following conditions.

- From Majorine events uses Delinations) which can be demonstrated to the sandaction of the Company, or
- maintenance of generation equipment which is performed at a pre-unusged time and date restrictly agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load outsillness; or
- an event affecting local, state or runional security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a certs per billowati-hour basis) that FPL is providing that period, less the applicable field charge. As-Available Energy cost is the cost calculated for Schedule CCG-1 in accordance with FPSC Rule 25-17 (825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive materia, the Company will terminate service under this Rule Schedule.

#### CURTAILMENT PERIOD

All forces established by the Company during a monthly falling period in which the Contorner is requested to curtal Demand.

#### DEMAND

The Demond is the EW to the record to be PW as described the the Polyment's indicating engagement and access. In the Noticeau period of Continues a content use their the points or alliated for power factor The Demond or the EW or the house of order LW, as the set of the Continues are appropriate for the Southeauthous and the Continues are appropriated for the Southeauthouse are also become a property of the Southeauthouse are also become a property of the Southeauthouse are also become a set of the Southeauthouse are also become a set of the Southeauthouse and the Southeauthouse are also become a set of the Southeauthouse are also

#### DEFINITIONS:

#### Force Minimum

For the proposes of this schedule Force Superior moons causes not writin the remonable control of the Einsteiner affected and not mainly by the negligance or lack of due diligence of the Conterner Such svients or commitment may include add of God, strikes, locknum or other labor disputes or difficulties, wars, blockades, assurections, role, servicemental constraints burfully imposed by federal, state, or local governmental bodies, explosions. Free, fleeda: lightnum, mind, accidents to equipment or machinery, or similar occurrences.

#### Nen-Lura Demand

The extrent Demand less the amount of Firm Demand specified below-

#### Fam Dyman

The compacted maximum described by which the Chatterest agrees to created as specified in the Contours's Agreement for Curtailable Service. This is the maximum amount of the Contours's Demand that will be served during a Curtailment Vestoll.

(Continued on Sheet No. 8 434).

Issued by: Illiam Colum Senior Director, Remission: Rains, Contal Service and Systems S. L. Romin, Overston, Rains and Lucille Effective: July 18, 2006.

First Revised Sheet No. 8.434 Cancels Original Sheet No. 8.434

(Continued from Sheet No. 8.433)

#### TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule indexired.

Service under this Rate Schedule shall containse until terminated by either the Company or the Customer upon scritten notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer west provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtadable Service. Prior to any such termination, the Company shall notify the Customer at least minety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fields to institute and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and hill the Customer under the otherwise applicable firm service rate schedule.

#### PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously outsailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if

- a. It has been demonstrated to the satisfaction of the Company that the impact of each transfer of service on the economic cost-effectiveness of the Company's Cartallable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8 435)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: February 13, 2018

Cancels Twelfth Editionally Revised Sheet No. 8.435 Cancels Twelfth Based Sheet No. 8.435

(Command from Short No. E434).

#### PROVISIONS FOICEARLY TERMINATED'S (continual):

In the event the Customer pays the Clarges for Early Communition because no replacement Customer(s) it (are) available as specified in paragraph a above, but the replacement Customer(s) does (do) become evailable within twelve (12) menths from the date of termination of service under this Park Schedule is Fif1, buter determines that there is no need for the MW reduction in accordance with the Fif1. Curtailable Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

### Charges for Early Termination:

#### In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service.
  - i) at a different location in the Company's service area, or
  - iii) under a different name or different ownership, or
  - in) ander other attenuations whose effect would be to increase form domaid on the Company's system without the requirite three (3) years advance written notice; or
- c) the Customer transfers the curtailable demand portrop of the Customer's load in "Firm Demand" or to a famservice rate schedule without providing at least three (3) years advance written notice.

### then the Castomer will be

- retilled under the otherwise applicable firms arrive rate schedule for the shorter of (a) the prior thirtyarx (50) arounds during which the Contomer was hilled for service under this Rise Schedule, or (b) the massler of months the Contomer has been billed under this Rate Schedule, and
- billed a penalty charge of \$4.40, 30 per kW tenes the number of monitor related in No. 1 above times the highest curtaidable Demand occurring during the current month or the prior thety-six (16) months.

### BULLES AND REGUL ATTOMS

Some under the Rate Schooling and poor to order of governmental bodom boying paradiction and to the currently affective "General Roller and Regulations for Electric Service" on the with the Fiscials Public Service Commission. In case of conflict between any provision of this Rate Schooling and said "General Rules and Regulations for Electric Service" the provision of this Rate Schooling shall apply

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: Manual-1, 2010

Fortuith Forty-First Revised Sheet No. 8.440 Cancels Fartivily Phirty-Ninth-Revised Sheet No. 8.440

#### CURTAILABLE SERVICE CTMB OF USE (OPTICINAL)

(ChaptScholde)

#### AATE SCHEDE LE CST-T

### AVAILABLE

In all the own street like of

### APPLICATION:

For any second and arranged transmit account who qualities for Rate Schedule (SSLDT / (2,000 kW and above) will cortail that Demand by 200 kW or more upon request of the Computer from time to time, and so of January 9, 2018 was taking service parsons to this schedule. Concerns with demands of less than 7,000 kW may other an agreement for service states fals. schedule based on a Demand Charge for a maranters of 2,000 kW.

### SERVICE

Single or flowe phase, 60 here, and at any available standard distribution votings. All service required on promises by Costomer shall be familial firough one mater. Roude of service is not permitted humanite.

#### MONTHLY RATE

Continue Con Chape: STANDARDS AT

Demend Charges.

Base Dominal Charges \$1202 2.87 per kW of Demand occurring during the On-Peak

Provid

Microsom Dentard Chapp. 50:54 per kW of Maximum Dentald.

Capacity Relations (Target See Short No. 8 030 Sea Sheet his A SHE Street Developed Charge

Non-Find Faungy Charges: De-Paul Penol Of Frak Person Base Energy Charge: TAKEN STOP per kWh. 1 The Daile per kWh Sept Stant Nov 8 400

Additional Chatgion

Con- retained by Party

Land Charge Separate Addition Street, a marrie Street Control of the Control Alexander Fre Total Change Free Street Trans. S. 1932

he follow Adjournment autom Short No. 2000, the additional local line releases

Singuism. The comment of the charge for the committy effective Base Demand. For those Continuers with a Demand of less than \$1000 kW who have extend an approximal for service under this schedule, the removement charge shall be the continue than Charge (this 2,000 kV) times the Data Demand Charge: Benefits this ministran charge (4,525,424,42) 5 to

### RATING PERIODS.

Cas Peak

Screenist I floragh March 21 Mordaya antenga Fridaya darun tha brass front a are English to a m ENT and a retail ENT to 10 p.m. Edit counding Thinkneyong Day, Chemius Day, and New You's Day.

April 1 through Consect 31 Membry strongs Fridays along the boots from 12 tools 131 to 9 p.m. 637 civilities Kinsonial Lay. Independence Day, and Laborithy.

Off-Pask

All other boom-

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: March 1, 2020

Twenty Second Thread Revised Sheet No. 8.441
Cancels Twenty Second Investy First Revised Sheet No. 8.441

(Command from Short No. 8 440)

#### PROVINCING FOR INVERGY USE DURING CUST ALLMENT PERSONS.

When requested to curtail lend, stretchesty should polyecy facus bould to their Form Denniel Lie the distance of the Completest Period, except within the following conditions:

- Force Higgare events (see Definations) which are the demonstrated to the satisfaction of the Company; or
- manufactor of personness apprecion which is performed at a pre-arranged time and the manufly agreeable to the Company and the Contourn and which is receiving the fire Contourne's implementation of load custalment, or.
- 3) we must affecting head, state or national accuracy

If one or more of these exemptions apply, then the charges for Nors' emphase, cof Custolineat Departed will set apply, therefore, the Customer will be belief, as addition to the record charges provided because, the granter of the Company's As-Archaelle Energy cost, or the most expension many individual on a cotta per followith-loor from that PTL to provide them therefore the distribution for applicable that charges As-Archaelle Energy test in the cost introduced for activation CCC-1 in accordance with PTSC Kids 25-17 0825. FAC. If the Company determines that the Contract line offices one or more of the exceptions above in an excessive manner, the Company will transmiss survive matter that the Colorina flat that Schedule.

### CURTAILMENT CREDITS

i) member credit of (\$2m\$/200 per kW is allowed based on the county Non-Firm demand. The (uniform has the option to reveal the form Demand once during the feitful works: (12) month period. Thereafter subject to the Term of Service works: the Provisions the Early Terminations, a charge to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the larger of (i) the average of the proteins 1.2 months, or (ii) the average of the provided that the revision of the member of believe months trade this fluid form.

### CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND.

If the Contemposers is higher Demand throughts contemporarily point than the Person Demand, than the Commiss will be

- Ruhdfellub 32-653 07 AW for the point 36 sportinger the number of months serve the print Containment Ferrick, whichever in the small.
- 2. Billiot a penulty charge of \$4.00 (47.40) for the charged number

The KW used fix both the rotating and penalty charge collections described by the same to afficience be seen the mentioned dense through the current Cartaining Penedand the Firm Dimmed for a Current Pened

#### CURTAILMENT PERIOD.

All these established by the Company storing a transfely follow paged in which the Continue is expossed to contail Demand.

### DEMAND

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The Deputition for the NY M. the amount work a NY on Assessment Both Mr. Assessment Statement and southern the Pro- 20minute principal of Comments around this for the Assessment Line Post around during the matter of annual for the Comment of the NY of the Assessment of the Assess

### MAXIMUM DISMAND

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#### DEFENDINGS

### Force Message

For the purposes of this schedule Force Majorite means caused with the class rabbe control of the Controls affected and and control of the Controls affected by the negligation or last of the dispetite of the Controls. Such equate or attractions may rectain and of God, strikes lockers or of the Control of

(Communition Sheet No. 8 442)

Issued by: Tiffany Collen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: March 1, 1910

Second Revised Sheet No. 8.442

Cancels First Sheet No. 8 442

### DEFINITIONS (continued)

### Non-Firm Demand

FLORIDA POWER & LIGHT COMPANY

The current Demand less the amount of Firm Demand specified below.

#### Firm Demand

The confracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served thring a Curtailment Period.

(Continued from Sheet No. 8 441)

#### TERM OF SERVICE

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will cretimate to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice given at linar flires (3) years prior to termination. Should a Customer terminate service or be removed by the Company and later doing to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Custaffable Service. Prior to any such termination, the Company shall restry the Customer at least nanety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eleminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend firethwith the mostility billing under this Rate Schedule and hill the Customer under the otherwise applicable firm service rate schedule.

### PROVISIONS FOR EARLY TERMINATION.

Transfers, with loss than these (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to eogenerate to serve all of the previously curtained Demand and to take interruptable standary service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schodule is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination if.

- a. It has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the occurrence cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's cooling operations at its facility (without continuing or establishing similar operations observice in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously custoliable Dansard and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment contentment to the Company's Generation Expansion Plan has been seet and the new replacement Customer(s) is (are) available to perform demand curtailment.

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

Effective: July 18, 2006

Lwellin Uniteenth Revised Sheet No. 8,443 Cantels Inchthelecouth Revised Sheet No. 8,443

(Continued from Shed No. 8 442)

### PROVISIONS FOR BARLY TERMINATION (composit)

In the event the Cinterner part the Charges for Early Terrapsocon because to replacement Customers) or (and a qualitable in specified in paragraph a show, but the replacement Customer(s) does (d.) become available within twelve (1.2) months from the date of terraination of service codes this Rate Schedule or FPI, later determines that there is no need for the MW reduction in accordance with the TPI. Captailable Rate Schedule, then the Customer will be refuseded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

#### Charges for Early Termination.

#### In the event that:

- ii) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service.
  - i) at a different location in the Company's service area, or
  - ii) sender a different name or different ownership, or
  - in) under other cocumetances whose effect would be to moreow firm demand on the Company's system without the required three (3) years of vance written notice, or
- i) the Contemper transfers the containing almost portion of the Contemper's lead to "First Demand" or to a funservice one schedule without providing at least three (3) years advance written to tire.

#### then the Contained will be

- rebilled under the otherwise applicable farm service me-schedule for the sharter of (a) the prior thirty-us.
   (b) months during which the Customer was billed for service under this Kate Schedule, or (b) the number of marths the Customer has been billed under this Rate Schedule, and
- fulled a possify charge of \$1.30\(\frac{1}{2}\) per kW tunes the number of months rebuiled in No. 1 above
  times the highest cuttofiable formula occurring sharing the current month in the prior thirty-eix (36)
  months.

### BUILDS AND REGULATIONS

1

Service reader this Rate Schedule is subject to orders of governmental bodies having periodiction and to the currently effective "General Roles and Regulations for Electric Service" on file with the Florida Public Service Communication in case of conflict between any provision of this Rate Schedule and and "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

bissed by: Tiffany Cohen, Senior Director, Regulator Rates, Cost of Service and Systems Historian, Batter and Taronia

Effective: May-1, 2010

Forty Second Third Revised Sheet No. 8.542. Cancels Forty Second Forty Fast Revised Sheet No. 8.542.

### CUREAGADLE STRVICE -TIME OF USE (OPTIONAL)

(Cloud Schools)

### ATESCHEDIAL OSES

#### AVAILABLE:

had been more than

### APPLICATION:

For any services a support industrial Costomic Wise qualifies for Rose Scheduly 43SLIF-1 will out at the Dimensi by 200 kW or more report report of the Company from this to time, and as of Sureary V. 2018 was along service parameter to this schedule.

### SEVER

Three phase, 60 horter at the available transmission witings of 60 kV or higher. The Conterner will provide and maintain; all transformers and pulsed families recovery for hardling and utilizing the power and using delivered language. All service required to the Conterner as such separate point of delicery served harmords shall be familied through one mater at or compressed to, the available transmission voltage. Result of service is not permitted formation.

#### MONTHLY RATE

Comme Disc Charge \$2,530.057 No. 75

Denned Chagos

Base Demod Clarge \$9-839/91 par kW of Demand occurring throug the Ord'rak Period.

Topody Parameters South State (1882)

Control of Contro

Non-Food Energy Charges On-Visa Negral Off-Peak Pencel
Dass Energy Charges 4-2061, 2009 per kWh
International Charges See See Charge 2000

Additional Charges

See 12 Step Advantures, society, Steen No. 8 050, See a Value of agriculties charges.

Attenuery. The Common Programme Programme plan the charges for the committy officeive Piece Demonst.

### MATING PERCORS.

OriFiniti

Secundrial Bernath March 31, Mesuless through Endage sharing the house Secundral in 1831 to 10 a.m. 537 and e.g. in EST to 10 p.m. 187 contrades Therefore Day Options have and New Yorks Day.

April 1 decrease Outsides 31. Monolays through Fedding change the hours from 12 new EST 50.9 p.m. (AT excluding Monorial Day, Independence Day, and Labortony.

Off Pink

All other hours

(Continued on Sheet No. 8,543)

Issued by: Tiffany Cohen, Senice Director, Regulation Rates, Cost of Service and Systems Director, Bates and Taroffa

Effective: May-1, 2010

Twenty Fourth | 10th Revised Sheet No. 3.543 Cancels I want - Fourth Assessed Thorat Revised Sheet No. 3.543

(Command from Sheet No. 8-542)

### DECIVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS.

When required to curtai load, customers abould reduce their load to their Juni Demant for the duminor of the Curtainness Period, except under the following conditions:

- Force Mayone events (see Definitions) which can be demonstrated in the substitution of the Company, in
- Imministrate of government equipment which is performed at a pre-immiged time and that controlly agreeable to the Company and the Costoner and which is recessary for the Costoner's implementation of load cartalizers, or
- 3 un event affering local, eule or national security

If one or more of these ecomptom apply, then the obsegor for Non-Comptance of Custament Dennad will not apply. However, the Customer will be billed, in addition to the mental charges permisted becaused, the present of the Company's As-Available Energy cost, or the most expensive energy (astrolated on a cents per follows there has street PPL is prachased, during that period, less the applicable ball charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17 (825, F.A.C. If the Company determines that be Customer has soluted one or more of the exceptions above in an excessive magnet, the Company will reminde service under this Rule Schedule.

### CURTAILMENT CREDITS.

A covoidly cycle of (\$2.44(2.10) per kW = allowed based on the current Non-Jitm Densard. The Curiotise has the option to excuse the Firm Densard ones; during the initial overvie (12) month period. Thereafter, subject to the Term of Season and the Provinces for Early Termination, a charge to the Firm Densard may be made provided that the revision does not decrease the total amount of Non-Firm Densard thing the laster of (i) the average of the previous (2 months, or (ii) the average of the number of felling months under this laste behalis.

### CHARGES FOR SOMEOMPLIANCE OF CUITALMENT DEMAND.

If the Continuer records a higher Distance distance the content Containment Parcel than the Form Dismand, Sent the Contenter will be:

- Kritist at \$2000 (OAW for the prior 16 months or the parties of months asser the prior Classificant Newall violeters is less, and
- 2. Hilled a penalty charge of \$4,40 kW for the currentmenth.

The EW used for both the rebilling and ponulty charge calculations is determined by taking the difference between the maximum Demand duting the current Curtainness Period and the Firm Demand for a Curtainness Period.

### CURTAILMENT PERSOD:

All hours established by the Company during a monthly billing period in which the Contrmut is suggested to exertal Demand.

#### DEMAND

The Listuanian for KW to the mound whole KW, as the opinion of the Company and the proposed and possess, for the Summary points of Contract a protect on the Markon and Property and the contract an extension of extension of the Feb. 200 and the

(Continued on Theat No. 6 544).

Issued by: Tillany Cohen, Scient Director, Reculatory Rates, Cost of Service and Systems Observed, Rates and Fartific Effective: May-1, 2020

Eleventh Revised Sheet No. 8.544 Cancels Tenth Revised Sheet No. 8.544

(Continued from Sheet No. 8.543)

### DEFINITIONS:

### Force Majore

For the purposes of this schedule Force Majoure means causes not written the reasonable control of the Customer affected and not caused by the negligence or lack of due diffigures of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor diagrams or difficulties, wars, blockades, insurrenteems, riots, environmental constraints lawfully imposed by foderal, state, or local governmental bodies, explosions, fires, Boods, lightning, wind, accidents to opagment or machinery, or annibe occurrences.

#### Non-Firm Demand

The current Demand less the amount of Firm Domand specified below.

#### Firm Demock

The contracted maximum demand level to which the Costoner agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

#### TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide, and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, of three-year termination notice provision which will allow either the Customer's of the Company to terminate service under this Rate Schedule should them be eigenmentances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schoolde shall continue until tensested by either the Company or the Customer upon wetter rotter. Transfer to a different rotter continue of continues of the customer does not increase the current level of continues of time. Demand, Transfers to a firm service option, transfers to a firm service option with any excesser in Firm Demand, or terrameters of some other reason shall require thee (3) teams some or does not be subject to the Provisions for Early Termination below. Should a Customer terminate service or be remined sorrise or be remined as the desire to resume survice under this Rate Schoolde, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schoolde.

The Company may terminate service under this Rate Schodule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schodule or the Agreement for Custalable Service. Prior to any such termination, the Company shall notify the Customer at least manty (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schodule at the end of the 90-day notice period unless the Customer takes measure necessary to eliminate, to the Company's astisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer takes or fails to instalt and pursue corrective action, the Company shall be entitled to asspend forthwith the monthly billing under this Rate Schodule and bill the Customer under the otherwise applicable farm service rate schodule.

#### PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to organizate to serve all of the previously curtailed Demand and to take interruptible storally service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written revice to the Company.

If service under this Rate Schoolde is terminated, the Customer will not be refolled as specified in Charges for Early Termination if

- a. It has been denomerated to the satisfaction of the Company that the impact of such transfer of service on the economic conferences of the Company's Curtalable Service Rate Schedule is in the best interests of the Contomer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schodule is the roudt of either the Customer's cowing operations at its facility (without continuing or establishing similar operations disowhere in the Company's service arm), or a decision by the Customer to cognitude to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the equiting Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.544.1)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: February 13, 2018

Twelfth Revised Sheet No. 8,544.1 Cancels Eleventh Revised Sheet No. 8,544.1

(Continued from Sheet No. 8.544)

### PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) mooths from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MfW reduction in accordance with the FPL Curnaliable Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MfW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MfW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

### Charges for Early Termination:

#### In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service.
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or
- the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

### then the Customer will be:

- rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer bax been billed under this Rate Schedule, and
- 2 billed a penalty charge of \$1.30 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

### BULLES AND REGULATIONS

Service under this Rate 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: May 1, 2020

I wenty Ninth Hirtleth Revised Sheet No. 8.545 Cancels I went Stuffs I wenty Emplish Revised Sheet No. 8.545

### CURTAIL ARGE SERVICE (OPTIONAL)

(Closed Schedule)

### RATE SCHEDULE: CS-3

### AVAILABLE

In all assessment or served

#### APPLICATION

For any contraction a scale of the inchested Consumer who qualifies for thate Solicable OSLD-3 will contail the Denual by 200 EW or more agreemanced of the Company Street time to beau, and as of January 9, 2018 was taking convice previous to the administra-

Three plane, 60 here in the available preservation voltage of 60 kV or larger. The Contents will provide and assistant all transference and related facilities recovery for handling and stilling the power and image defected harmonics. All service regard by the Continue a) each superate point of daily cry served harvander shall be familiased finesigh one mater at, or exappropriate the lite available transmission voltage. Randa of service is not premitted because in

#### MONTHLYRATE

Community Chapter \$2,130,007,501.75

Dennit Charges

Bass Demand Charge School VI per LW of Demand Enquesty Destroyed Charges New Oliver No. 8-050. San Street No. of City Commission - Impa-

Complete or Chapter East Classifica S. 030

Non-Fold Energy Changes

Basi Energy Chicgo THE PARKY

Additional Charges

Find Charge District Chapter San Street, Street, Carlo No annu -Name and Address of the Owner, where the Day Change

See Fillers Admitted Section Short No. B (No. By additional alpha also clumber

Minimum Charge: The Charge plan the daugs for the suscenty effective Diag Gerand.

## CURTAILMENT CREINES

10

A morthly credit of (\$2000) [15] per kW is allowed based on the current Non-First Decayed. The Contract has the system to revise the First Demand own during the mittal treefee (12) month period. Pleasatha, subject to the Trent of Service askin the Previous for Carly Terminators, a charge to the Firm Demand may be made provided that the revision does not disprise the held amount of Not from Densett during the latest of (i) the strongs of the projume 17 months, or (ii) the strongs of the combin of highly acceptaperior they bear turbed his

### CHARGESTOR MALCONPLIANCE OF CERTAILMENT DEMAND

If the Consenter seconds a higher Discount during the content Containment Provided that Parts Discount. Best the Contenter will be

- \$500 of at \$2.04 0.10 kW fire the price to exerting or the unrider of an other time the price Containment Period, Whenterver in lam and
- Hidden's greatly charge of \$4 404 to kW for the current month.

The EW cost for bots the schilling and penalty charge collectations is determined by taking the difference between the maximum because fazing the current Curvaliment Period and the Form Domined for a Curvaliment Period.

(Communition Rheat No. 8 546)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2021

Unted Fuurili Revised Sheet No. 8.546 Cancels Thirdinessed Revised Sheet No. 8.546

### (Common from Sheet No. 8,545)

### PROVISIONS FOR ENERGY USE DURING CUST ARLAGEST PROPOSE

When requested to curtail total customers should reduce their load to their First Demand for the duration of the Customers Period, except under the following conditions:

- 1. Force Majoure events (see Definitions) which can be demonstrated to the attaination of the Company, or
- maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment or
- an event affecting local, state or national security.

If one or more of these ecomptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's Au-Available Energy cost, or the most expensive energy (calculated on a cents per killowatt-hour basis) that FPL is purchasing during that period, less the applicable fuel charge. Au-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17/0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rule Schedule.

### CURTAILMENT PERIOD:

All hours established by the Company during a morably billing period in which the Contomer is requested to curtail Demand.

### DEMAND

The Command of the LW to the country which LW, as determined from the Command analysis of contract and systems. For the Whenting period of Command is also described the month as activated for power factor. The Demand is the LW to the accreat which LW, as described from the Company's material appropriate. For the 30 minute period of the Company's material and the 30 minute period of the Company's material and the 30 minute period of the Company's material and the 30 minute period of the Company's material and the 30 minute period of the Company's material and the 30 minute period of the Company's material and the 30 minute period of the Company's material and the 30 minute period of the Company's material and the 30 minute period of the Company's material and the 30 minute period of the Company's material and the 30 minute period of the Company's material and the 30 minute period of the Company's material and the 30 minute period of the 30 minute period

### DEFINITIONS:

### Force Miscure

For the purposes of this schedule Fosce Magnet means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockours or other labor disputes or difficulties, wars, blockades, insurrections, roots, environmental constraints intefully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

#### Non-Forn Demand

The current Demand less the amount of Farm Demand specified below

### Firm Demand.

The contracted measures demand level to which the Customer agrees to custoil as sportfield in the Customer's Agreement for Customer's Demand that will be served through Customer's Demand that will be served through Customer's Person.

(Continued on Sheet No. 8-547).

First Revised Sheet No. 8.547 Cancels Original Sheet No. 8.547

(Continued from Sheet No. 8,546)

### TERM OF SERVICE.

During the first year of service under this Rote Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination revice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-first service option require 30 days' notice, provided that the customer does not inscrease the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Custailable Service. Prior to any such termination, the Company shall notify the Customer at least minety (90) days in advance and describe the Customer's failure to comply. The Company may their terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fields to institute and pursue corrective action, the Company shall be entitled to suspend furthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

### PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other oustomers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's cessing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously custailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.548)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: February 13, 2018

Twelish Thirteenth Revised Short No. 8.548 angels Twelligh Lies and Revised Short No. 8.548

(Commind from Short No. 8 547)

### PROVEDON'S FOR EARLY TERMINATION (continued).

In the event the Customer pays the Charges for Early Terramenton because in replacement Customer(s) is (see) available as specified in paragraph a above, but the replacement Customer(s) does (do) become available within twolve (12) months from the date of terrainstics of nervice under this schedule or FPL later determines that there is no most for the MW reduction in accordance with the FPL Curtailment Program, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

### Charges for Early Termination,

### In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,
  - i) at a different location in the Company's service area, or
  - iii) under a different name or different ownership, or
  - iii) under Other circumstances whose effect would be to excresse term demand on the Company's system a almost the requeste three (3) years advance written notice, or
- c) the Customer trapefers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice.

### then the Customer will be

- (emilled under the ottorwise applicable firm service rate schodule for the shorter of (a) the prior thirty-site (26) months during which the Customer was hilled for service under this Rate Schodule or (b) the number of munths the Customer has been hilled under this Rate Schodule, and
- billed a penalty charge of \$4.50(1.3) per kW terms the number of months reballed in No. 1 above times the bighest curtaslable Denuted occurring during the current month or the prior thirty-six, (36) months.

### **ELLES AND REGULATIONS**

Service under this Rise Rehadate is subject to orders of governmental hodges having jurisdiction and to the currently effective "Gospini Rules and Regulations for Electric Service" on file with the Florida Public Service Commission In case of conflict however, any provision of this Rise Schedule and said "Goseral Rules and Regulations for Electric Service" the provision of this Rise Schedule shall apply

Issued by: Tiffany Cohen, Senior Director, Repulation Rates, Cost of Service and Notemahilineton, Bules and Tarish

Effective: May-1-2020

Thirty Filth Sixth Revised Short No. 8.551 Courses Charty Filth Charty Family Revised Sheet No. 8.551

### RENDERAL SERVICE LABOR DEMAND.

### MATE SCHEDULE: GSLD-3

#### AVAILABLE:

In all the purposa year.

#### APPLICATION:

For tervice appared for warm area and apparent indexed lighting, power and are often purpose to any Customer who has service applied at a transmission volume of 50 kV or higher

#### SERVICE

Three phase, of horte at the available transmission voltage of 60 kV or higher. The Contourn will provide and maintain all transformers and related facilities recovery for landing and utilizing the power and councy different horizont. All service required by the Contourne of each separate point of delivery served homeonies shall be furnished through one motion at, or compensated to, the available transmission voltage. Result of services are permitted homeonies.

### MONTHLY RATE.

Commercian Chings \$3,143,337,775.11

Demnat Charges

Rate Demand Charge Se 84/201 per kW of Demand Copyright Charge Se/301 at Control Copyright Charge Se/301 at Control Charge Se/301 at Control Charge Se/301 at Control Charge Se/301 at Control Charge Se/301 at Control

Farm Parkettern Tetra - Kor Shop 72 - Ko20

Non-Fuel Evergy Charges.

Have Greeny's Change 1-4841 LE's per 8-William See 17-41 No. 9 GE

Additional Charges

East Charge Sea Start From Sea Start

Key Billion 4 Towns of an Kipe Sheet No. 8 (65). If a develop a mileoff course

General The state of the Chapt plan the chapt for the currenty officers have been all

### DEMANUE

The Demonstrating Collection of the Collection o

### TERM OF SPRVICE

Not loss flux one year

### RULES AND REGULATIONS

Service untir the schedule is subject to makes of governmental bodies having paradiction and to the coarmity effective "General Rules and Regulations for Electric Service" on the with the Florida Public Service Commission. In case of conflict between any provision of this sedecide and "General Rules and Regulations for Electric Service" the provision of this selected shall apply.

Issued by: Tiffany Cohen, Seeing Director, Regulatory Rates, Cost of Service and Systemal Director, Rates and Lariffs....

Effective: May 1, 2020

Forty First Served Revised Sheet No. 8.552 Canrels Forty Physical Revised Sheet No. 8.552

#### (ADDREAD SERVED LARGE DEMANDS - DIME OF USE (OPTIONAL)

#### NATE SUPERPULE ASSENTA

### AVAILABLE:

in all

#### APPLICATION:

For discrict service required for a property of the control of the

### SERVER

Three phase, 60 hards at the available transmission voltage of 69 kV or higher. The Cinterior will provide and manufacture and related facilities necessary for handling and utilizing the power and energy delivered lumination. All service required by the Conterior at each separate point of fidovery served hardsofter while the finished through one maker at, or compensated to, the available materials of service is see parameter becaused:

### MONTHLY RATE-

Company Core Charge: \$2,145.02,175.11

Demand Chargos

Base Dermand Charge: Strate Graper kW of Demand occurring that the Op-Penk Petrod.

Construct Carry San Short No. 5 (10)

- State Protestion Charge - Sections No. 8 030

Non-Fad Energy Charges On-Pad Period Ott-Peak Pariod Date Energy Charge 4-2013 Arrest Period 4-0001 Mose per kWh

Additional Charges

No Billion Adjustment service Store (So. 1105; Art Alia and agricultural and

Minumery. The Communication Charge plan the charge for the currently effective Principlement.

### MATRICPERADS

On Posit:

Normiter I through March 31 Mortely through Fordays throug the hours from F. S. to 10 ann E. S. and 0 prin E. S. to 10 prin E

April I Bernath Conduct 14. Months a Brough Telahas during the hours from CL nove EST to 8 pm. EST, codiating Menorial Day, independence Day, and Labor Day.

Off Point

All other hours.

(Continued on Short Str. 9.550)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Directors, Bakes and Tartiffa

Effective: May-1-2020

Cancels Find Several Revised Sheet No. 8:553
Cancels Find (Several Revised Sheet No. 8:553

### (Contract from Sheet No. 8352)

### LHEMAND:

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### DREAD OF SERVICE:

Not less than one year.

### 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.

based by: Hillary Loben, Scoon Director, Resultance Miles, Cost of Service and Systems S. E. Ramin, Director, Bailes and Lardic Effective: March 7, 1980

Caucels Forty Numb Forty Facility Revised Sheet No. 8.602 Caucels Forty Numb Forty Facility Revised Sheet No. 8.602

## (Closed Schedule)

### RATESCHILDULE US-2

### AVAILABLE

in all become my of

#### APPEICATION:

This is a transformed rate amulable to memorpal, pourty and school humb accurate for the symmetry of a football, burdual or other planyments, or continuous malaborates without all such certain is taken at the available pressary distribution visiting at a single-point of delivery and measured through one meter, and who were actine as of Continuo 4, 1981. Customer may also cleek to receive service from other aggregations schools as

#### LIMITATION OF SERVICE.

Offices, concession, insurance or space excepted by tenures, offer than areas directly related to the expensions of specified, are guideded formander and shall be expension served by the Company at utilization volume. Not applicable when Rider TR is used.

### MONTHLY RATE:

Chapter Chapt	\$133.70( in 1)
State of the last	And in case of the latest terms of the latest

New-Paul Entropy Charges.

### Additional Charges:

First Charge See Steep No. 8 (201)

Control Charge See Steep No. 8 (201)

Control Charge See Steep No. 8 (201)

For Charge See Steep No. 8 (201)

Say fulling Adjustments senting, Short No. 8 (EV), for additional operation of any

Mississis Chags 6322 781 90 58

### TERM OF SERVICE

Positing termination by Florida Public Service Commission Order

### BULLES AND REGREATIONS.

Yahra under the schedule is industrial section of section and bother having parameters and to the currenty affigured? I must the description of the schedule o

losted by: Tillany Cohen, Senior Director, Regulatory Rates. Cost of Service and Systems

Effective: January-1-2011

Thirty-1-4th South Revised Sheet No. 8.610 Cancels Thirty July Harty Touris Revised Sheet No. 8.010.

### METROPOLITAN TRANSCENSE SERVICE

### BATE STREET ART

### AVAILABLE

For destric service to Mirropolism Mana-Field County Literac Transit System (METR/RAIL) at each point of delivery required for the operation of an electric transit system on continuous and configurate rights of way.

### APPLICATION:

Service to be supplied will be three place, 40 horte and at the standard primary distribution rollings of £3,700 volts. All service required by Continue at each separate point of delivery served lessonate shall be introduced through one motio pallocking delivery at property voltage. Resalts of service is not permitted becameler. Rider TR or a voltage discount is not applicable.

#### MONTHLY RATE

Combine Pallo Chirgo

\$635,70095.48

Dement Charges

\$43 HE LATT per kW of Dominal

Base Denond (Zunge Capacity Palament Change intervalor charge

Ear Short No. 8-035 L

The London See Deathin 1970 I

Non-Find Linuxy Chargos:

flose firergy/Charge inventorial Tree salish to be perkish. New Short No. 8 2032 L

Additional Clusters Fried & Tompto

Res Glass Sept & 2000 1

Same Charge Ironine Fe See Short Str. S.O.O. See Short No. 8411

Southert No. 8 (82)

Sei Pilling Advantures somes, Stact No. 8 030, for additional annicolds charges

Manager The Chatemer Man Charge plus the charge for the suggest of effective Base Demand.

### DEMASES

The Demoid of the NV to the manual which talk, an debundond from the Company of section automated and in Forms, for the 20. must secret of their mate groups and house the areath or allowed by prove factor the following members to take our section of the following the factor of the following the factor of the following the factor of the factor of the following the factor of th with the 40 minimum rate of the streets and beauty systems are expected by the Company during the most experience to professional and the streets of the str

#### WILLIAM.

Each point of delivery shall be acpleted? Albeit sounding to be remailly ranges in more larger. All follow more related to things under this rate whether that he determined from postering data on a monthly had, and dominated for such point of delivery on the arms monthly falling cycle day

### TERMSORSERVICE

Not less than one you.

### BULES AUDIOUS LATIONS

Service injury this Associate in Adjace to codes of governmental bodies imprig periodiction and to the currently effective. General Bullet and Regulations for Elevant. Service" on the with the Florida Public Service Commission. In case of conflict between any provinces of this schedule and soul "Control Bules and Repulsions for District Service" the provinces of this schedule shall apply

Issued by: Tilliany Cahon, Sensor Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2021

Severath Fighth Revised Sheet No. 8.650 Cameria Secontification Revised Sheet No. 8.650

#### COMMUNICATANCESTRIAL DE MOCENTRIOL PROCELAM (OPTROCAL) (CITAL SALAM)

### BATE SCHEDILE COLC.

### AVAILABLE

(i) (ii) sension again, serve). Available is sure continuencial or enfanticel existence to electrical to exact procedure, of the arthorist can feasibly be appoint, who, as of March 19, 1990, was either saturny service pressure to the actional or had a failly executed copy of a Commencial Industrial Load Control Agreement with the Company.

#### LIMITATION OF AVAILABILITY:

This Rate Schedule may be modified or withdrawn subject to determinations made under Commission Rules 25-17 0021(4), F.A.C., Gools for Electric Utilities and 25-6.0488, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

#### APPLICATION:

For electric service provided to any commercial or industrial customer as a part of the Commercial-Industrial Load Control Program Agreement between the Customer and the Company, who agrees to allow the Company to centrol at least 200 km of the Customer's lead, or agrees to operate Backup Generation Equipment (see Definitions) and designate (if applicable) additional controllable demand to serve at least 200 km of the Customer's even load during periods when the Company is controlling load. A Customer shall enter into a "Commercial Industrial Load Control Program Agreement" with the Company for service under this schedule. To establish the armal qualification for service under this schedule, the Customer must have been an On-Peak Demand (as defined below) during the summer rating period (April Brough October) for at least thrus of the previous traiter (12) months of at least 200 km greater than the from Demand or Controllable Demand (as applicable) level specified in Section 4 of the Commercial Industrial Load Control Program Agreement. This controlled load shall not be served on a firm service basis until service has been terminated under this sate schedule.

### SERVICE

Three phase, 60 hertz at any available standard voltage.

A designated portion of the Custamer's load served under this schedule is subject to control by the Coropany. Transformation Rider-TR, where applicable, shall only apply to the Customer's Maximum Demand for delivery voltage below 69 kv. Standby Service is not provided hereunder. Reside of service is not provided hereunder.

(Continued on Short No. 8 651)

Issued by: <u>Tillian Cabon Senior Director, Repulsionar Rates Cost of Service and Avagents</u> S. E. Romaig, Director, Roma and Turiffa.
Effective: November 18, 1604

(Commun	from Sheet No. 8 650		
MOSTINLY RATE			
Delropsy Voltage Levisl	Ostribution b	CILC-RD)	CILC-I(T)
Maximum Demand Lovel	200-590 KW	Scolew & alsoys	
Comment of Margar	Attendance	520444700.17	42-241-102-551 DE
Demand Charges  Base Demand Charges  per kW of Apricosum Demand  per kW of Load Control Co-856 Demand  per kW of Firm Op-1506 Demand	51-34-14 51-34-14 51-54-14	\$443.05 \$442.05 \$4450.000	10-20-10-10-10-10-10-10-10-10-10-10-10-10-10
Top-off   Top-			
Noord ad Liverpy Charges  Since Boargy Charges  Live-Pool Proped charge per kWh  Live-Pool Pencel charge per kWh	1.6381.7778	5-000(100)# 1-000(100)#	1100011300c 1100011100c
Section of Bank South	. for whiterest medic	in Alvin a	
Afternoon The Charles The Charge plot the B	ose Desmodiffurgus		

Issued by: 'Tiffing Colum, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: Japanery 1, 1904

Emeth Fifth Revised Shret No. 8,652 Caucely Fourth-Paral Revised Sheet No. 8,652

(Copumed from Short Mo. 8 004)

### LOAD CONTROL

#### Control Condition.

The commers commission with least actived arriver may state Schuddle to entry or commission commissions are capacity abortages, either power (apply or transmission) or seleneous system load, actual or projected, would efform to require the peaking operation of the Company's peneration. Peaking operation criticle taking time loaded using cycling crists or combustion traffices above the continuous pited output, which may overstood the generation.

<u>Frances:</u> The Control Conditions will typically could in Jan-thus fiftom (U) Load Count Periods per you and will not exceed twenty-five (25) Load Count Period within are (0) hours of a previous Load County Period within are (0) hours of a previous Load County Period.

Science. The Company will provide the (1) hours advance rotate or more to a Cretomer prior to controlling the Contours's controllable load. Typically, the Company will provide advance notice of four (4) hours or more prior to a Load Control Period. Inside artists with the advances, written or end. The Company shall not be proceeded in the Company is harmy to receive or set to me such action.

Denture: The furnition of a smalle Lord Council Forest will repeatly be four in home and will not exceed use (6) home

In the cyclet of an entergency, each as a Generating Capacity Emergency (see Definitions) or a major distrationer, greater frequency, less notice, or longer distration than latted above may occur. If each an entergency develops, the Cantoning will be given 15 minutes to be so that 15 minutes under may only be given in the event that failure to do so would must be loss of govern to firm activity to prove the purchase of entergrisky power to serve from enviror entermore. The Continues agrees that the Company will not be liable for an therappy or impress that may occur as a result of providing no netter or loss from each (1) hours rather.

#### Customer Reprovibility:

Lipton the successful installation of the lead control expansion and/or any recovery backup generation opagament, a test of the expansion will be conducted derivens the hours of 7 and 1.57, and 6 p.m. 1.57. Morelay through Polity, excluding helidays, as specified in the Commontal Installation Load Control Program Agreement.

The Ontoner shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to discussibly control the Contempt's Soid, as specified in the Communical Industrial Load Control Program Agreement.

The Company will commit the committate powers of the Contento's service for a overland paper is though designated on push puresto, once per your for Company testing purposes on the first Watherster in November or, if not penaltite, at a containly surreable tensional date.

If the Contenty's End has not been successfully controlled during a boat control event to the previous make (12) souths. Testing purposes include the testing of the least control opagament to assure that the lead is table to be occurred within this agreed spontilisation.

### BARDNO PERUCES-

#### ChyProd

Scorning | Boson March 21, Mondays Surveyls Forders down the boson from the mile of the 10 or mile of the down 100 from 100 from

April 1 (turnigh October 3). Mondays through Findays change the hours from (2 noon EST to 9 p.m. LST) including Ministral Day, Independence Day, and Labor Day.

### CHE-POIL

Ali other boars.

(Continued the Shine Still 8:3:53)

Issued by: Laffagt Cuben, Seniar Director, Hagulatury Rates, Cost of Service and Systems 8, F. Homes, Director, Rates and Tartific Effective. November 16, 1862

Fourth Fifth Revised Sheet No. 8.653 Cancels Fourth Third Revised Sheet No. 8.653

(Continued from Street No. 8 052)

#### LOAD CONTROL PERIOD.

All lows established by the Company sharing a monthly billing period mechalic

- the Customer's load is controlled (which malledes the operation of the Customer's generation symposett), or
- the Continue is falled pursuant to the Continuity of Service Provision

### DEMANTS

The Committee the LW to the present whele LW, so Represent from the Commercy manner against and systems. For the Wimanner period of Contemporary present one matter the month or adjusted for page or factor for such that will the analysis for the Manner of the Law of the Law

### USGREAK DEMANDE

the Pear Present of the W.A. the manuse works by the engagement from the Consent of the present and the street of the W. manuscript of Consent of the Samuel of Consent of Consent

### MAXIMIM DEMAND.

Management Persons shall be the grouper of the current months dominal wherever it comes on the tagless dominant for the prior twenty-three (25) months. A Computer Management from the prior twenty-three (25) months. A Computer Management from the prior twenty-three (25) months.

- Humant sobotion coulding from the outsiliation of FPL. Domant Soils Management Measures or FPL Remouch Project efficiency measures; or
- Demand reductions resulting from the installation of other parameter and quantifiable efficiency measures, upon verification by FPL; or
- Permanent changes to customer facilities that result in a permanent loss of electric load, including any faul substitution resulting impromanently colored electricity consumption, upon verification by FPL.

The re-established Macaman Dumand shall be the higher of the actual demand registered in the next billing period following the Curkmun's written request or the prior Macaman Demand manus the calculated demand reduction. Requests to re-establish the Macaman Demand may be processed up to twice per calendar year when more than one efficiency measure in installed or where the same efficiency measure is installed in phases.

### CALCULATION OF FIRM DEMAND AND LOAD CONTROL ON-PEAK DEMAND

These will be two methods of calculating the Customer's Firm On-Peak Demand and Loud Control On-Peak Demand, depending on whether a "Firm Demand" or a "Controllable Demand" is designated in the Commercial/Industrial Loud Control Program Agroment.

### THE SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A FIRM DEMAND LEVEL.

#### FIRST ON PEAK DEMANDS

The Commiss's monthly Part On-Pool Domaid shall be the lower of the "Form Opmand" level specified in the Contomiss Commissional Dead Control Program Agreement with the Company, or the Control Support on peols demand during the month. The level of "Pool Domaid" specified in the Customer's Commissional Lower Control Program Agreement shall not be exceeded during the periods when the Company in controlling the Customer's local.

(Contrast on Short No. 8,658)

Issued by: Influst Cuber, Senior Director, Hegulatury Pates, Cost of Service and Systems S. F. Homio, Dissessor, Ross and Tarifford Plactive. Navandor 15, 1865.

Twellie Thirteenth Revised Shret No. 8,654 Cancels Twellib beworth Revised Shret No. 8,654

(Centinual from Steel No. 8-939)

#### LUAGOCOTRULON-PEACDEMAND:

Load Costnot On-Pask Lemmal shall be the Costoner's highest demand for the destroated respect periods among the month less the Continuous "From Demand".

# PROVISIONS FOR ENERGY USE DURING CURITIS OF PERFORS FOR CUSTOMERS DESIGNATING A FERM DEMANDLEVEL.

Customers notified of a load control event should meet their Firm Demand during periods when the Company is controlling load. However, energy will be made available during control periods if the Customer's failure to meet its Firm Demand is a result of one of the following conditions:

- 1. Force Majoure events (see Definitions) which can be demonstrated to the artisfaction of the Company, or
- maintenance of generation equipment necessary for the implementation of load central which is performed at a pre-arranged time and date matually agreeable to the Company and the Costomer (See Special Provisions), or
- 3. adding firm load that was not previously non-firm load to the Costomer's facility, or
- 4. an event affecting local, state or national security, or
- an event whose nature requires that space hearth activities be placed in the critical mode (requiring a closed-loop configuration of FPL/A transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center antice the USAF Range Safety Officer at Cupe Caraventi Air ForceStation.

The Costome's energy use (in excess of the "Firm Demand") for the conditions listed above will be billed paramet to the Continuity of Service Provision for a paramet to the Continuity of Service Provision is so larger evaluable, the Costomey will be billed, in addition to the normal charges provided benumber, the greater of the Company's As-Available farings cost, or the most experience many (calculated on a cost per selecution basis) that FFL is purchased or selling dermal that period, less the applicable close that charge. As-Available Energy cost is the cost calculated for Schalable CCCs in accordance with FFM Red 2-1 7 0024, F A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an exception manner, then the Company will terminate service make the rate schedule as described in TERM OF SERVICE.

If the Undersor counts the "Firm Limited" changes period when the Company is controlling lead for any resort other than those specified above, then the Children will be:

- billed the difference between the Jum On-Peak Demand Charge and the Lind Control On-Peak Demand Charge the the manusaker for the price story (66) mention of the marrier of mention the Contract has been tailed under the rate whichever in less, and
- 2. Inflicts penalty charge of \$4-44] 78 per fee of course for each month of retailing

Decays has for safelling and penalty changes in determined by taking the difference between the mesonmen densired during the Lord Control Person and the Control and the Control of the Co

(Continued by Short No. 8 655)

Issued by: Tilliany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Director, Rates and Turnilla

Effective: May 1, 1020

10

Third Revised Sheet No. 8.655 Cancels Second Revised Sheet No. 8.655

(Continued from Short No. 8,654)

#### THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A CONTROLLABLE DEMAND LEVEL.

### FIRM ON-PEAK DEMANDS

The Costoner's monthly Form Co-Peak Demand shall be the Co-Peak Demand throug the exenth less the "Costonial's Demand" level specified in the Costonial's Communical Industrial Loud Control Program Agreement with the Company.

#### LOAD-CONTROL ON-PEAK DEMAND:

Load Control On-Peak Demand shall be the "Controllable Demand" level specified in the Customer's Communical landastrial Load Control Program Agreement with the Company.

## PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS FOR CUSTOMERS DESIGNATING A CONTROLLABLE DEMANDLEVEL:

Customers notified of a load control event should achieve the Controllable Demand Level during periods when the Company is controlling load, except under the following conditions:

- 1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- maintenance of generation opagment necessary for the implementation of load control which is performed at a pre-arranged fame and date mutually agreeable to the Company and the Continuer (See Special Provisions), or
- 3. adding firm load that was not previously non-firm load in the Chatternote facility, or
- 4. an event affecting local, statu or national sensity, or
- 5 an event whose nature regains that space banch activities be placed in the critical mode (requiring a clessel-loop configuration of FPC)s transmission system) as designated and documented by the NASA Test Director at Kernedy Space Cantar and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Castomer's energy use (in excess of the "Firm Demant") for the conditions haded above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Castomer will be hilled, in addition to the normal charges provided berearder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cent per kilowart hear basis) that FPE, is purchasing or selling therog nore, less the applicable class find charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rafe 25-17-6825, FA.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will reminate service under this rate schedule as described in TERM CF SERVICE.

If the Customer does not actions the Controllable Demand level during a parted when the Company is controlling lead for any misson other than those specified above, then the Customer will be:

 Islied the difference between the Firm On-Peak Demand Charge and the Lead Central On-Peak Demand Charge for the rebilling law for the prior sixty (60) months or the number of months the Customer has been billed under this rate schedule, whichever is less, and

(Continued on Short No. 8.656)

Fill is South Revised Sheet No. 8.656 Cancels Fifth Footh Revised Sheet No. 8.656

(Communit from Short Nov. 8 555).

hilbid a penalty charge of \$1.441.38 per few of cross key for each month of realing.

The item for netaling and penalty charges is determined by taking the deficiency between the Controllade Demand and Sumovimum demand schools reduced during the Load Covard Period. The Continuer will not be retailed or possibled twice by the same moves by in the calculation described above.

As long as the Contentor's load induction from the operation of the control expect results in a demand them. The Conditivities Period that is at or below the estentiated Firm Demand for that billing period, the Conventor will not be required to pay the pensity and rebilling charges.

#### TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Contours will determine relative or not thes program is appropriate for the Contours and may request to exit the program subject to the Provisions for Early Termination. It is artended that the Company will continue to provide and the Contours will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a five-year termination notice provision which will allow either the Contours or the Company to terminate service under this Rate Schedule should there be consumitated which the termination of the Contours's participation or the Company's offering of the program is desired.

Service under this Rate Schedule shall continue, subject to Limitation of Availability, until terminated by either the Conguny or the Customer upon written notice given at least five (5) years price to termination. Should a Customer terminate service or be removed by the Conguny and later desire to resume service under this Rate Schadule, the Customer must provide five (5) years' written notice price to resume service under this Rate Schadule.

The Company may harminate service under this Rate Schodule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schodule or the Communical Industrial Load Control Program Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in whence and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schodule at the end of the 90-day notice period unless the Customer takes measures necessary to dimente, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schodule and bill the Customer under the otherwise applicable firm sorrice rate wheelide.

#### PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than five (5) years' written notice; to any firm small rate schooled for which the Concern would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Contoner, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously controlled Lead Control On-Peak Demand and to take interruptible steadily service from the Company, the Customer may terminate the Commercial Industrial Load Control Program Agreement by giving at least thirty (30) days' advance written section to the Company.

(Command on Sheet No. 8 65?)

Issued by: Tiffany Cohen, Senior Director, Regulatory Butts, Cont of Service and Systems Director, Rotes and Turiffs Effective: April 1, 2010

Second Revised Sheet No. 8.657 Cancels First Revised Sheet No. 8.657

(Continued from Sheet No. 8:656)

If service under this liste Schadule is terminated for any musor, the Oustoner will not be rabilled as specified in Charges for Early Termination of

- it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the company's cliffic program is in the host interests of the Constorner, the Company and the Company's other customers, or
- b. The Customer is required to transfer to another setal note schedule as a routh of Commission Role 25-6-0438, F.A.C., or
- 6. the termination of service tanker this Rate Schoolde is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations character in the Company's service area), or a decision by the Customer to acquirement to serve all of the previously controlled Load Control Co-Piak Demand and to take interruptible standby service from the Company, or
- d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schools and the MW demand reduction consistency to the Company's Generator: Expansion Plan has been met and the new replacement Customer(s) has (have) the equipment installed and is (any) smallable to perform load control, or
- FPL determines that the Customer's MW reduction is no longer needed at accordance with the FPL Natural Commercial Industrial Conservation Goals.

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (ass) available as specified in paragraph d. above, but the replacement Customer(s) deco(do) become available within twelve (12) membs from the date of termination of service under this schedule or FPL later determines that there is no most for the MW networks in accordance with the FPL Numeric Commercial/Industrial Conservation Goals, then the Customer will be refunded all or part of the refulling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve these MW during any Load Control Periods which may occur before the replacement Customer(s) became available.

### Charges for Early Terranation:

#### In the event that

- a) service is terminated by the Correany for any mason(s) specified in this section, or
- b) there is a termination of the Customer's cointing service and, within twelve (12) months of such termination of service, the Company receives a regard to re-establish service of similar character under a firm service or a curtallable service rate schedule, or under this schedule with a shift from non-firm load to firm service.
  - at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - ai) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite free (5) years' advance written notice, or
- the Customer transfers the controllable portion of the Customer's load to "Firm Dumand" or to a firm or a curtaliable service rate schedule without providing at least five (5) years' advance writtennotice.

(Continued on Short No. 8 658)

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

Effective: November 15, 2002

Guncels Fifth Jourth Revised Sheet No. 8.658
Cuncels Fifth Jourth Revised Sheet No. 8.658

(Comment or Short No. 8 657)

#### than the Carriers will be

- I rebilled serier the otherwise applicable form or containable service rate schedule for the abortir of (a) the pion wat; (40) months thang which the Contains was billed for service under this Rate Schedule, or (b) the number of member the Contains has been billed under this Eato Schedule, and
- I folial a penalty charge of \$4.441.78 per kw times the rumber of months related to No. 1 street times the finglish Load Control On-Pook Demand occurring their gravest months or the prior twenty-times (23) months.

### SPECIAL PROVISIONS:

- Control of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment or the Customer's load may be controlled by use of an energy management system where the firm demand or controllable demand level can be established or modified only by means of joint access by the Customer and the Company.
- The Customer shall great the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned lead control equipment.
- It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.
- 4. The Company is not negated to install lead control equipment if the installation cannot be occurrically justified.
- Billing under this schedule will commonce after the installation, inspection and successful testing of the load control
  equipment.
- Maintenance of generation equipment necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service endomers.

### CONTINUITY OF SERVICE PROVISION:

In order to minimize the frequency and depation of interruptions or requests that the Customer operate its backup generation engagement, the Company will attempt to obtain reasonably evoluble additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage, in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. Any non-firm customers so electing to receive expectly and/or energy which enable(s) the Company to continue service to the Customer's non-firm leads during these periods will be subject to the additional charges set forth below.

(Centumnal or Short No. 8 639)

Issued by: Tiffany Cohen, Sensor Diversor, Regulatory Rates, Cost of Service and Systems Divertor, Hates and Turillie

Effective: April 1, 2010

Third Revised Sheet No. 8.659 Cancels Second Revised Sheet No. 8.659

(Continued from Sheet No. 8-658)

In the event a Castomer efects not to have its non-firm load interrupted pursuant to this Schedule, the Castomer shall pay, in addition to the rentral charges provided homewher, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class field charge fix the period during which the load would oftenwise have been controlled (see Short No. 8:000). This incremental charge shall apply to the Castomer for all consumption above the Customer's Firm Demand during the time in which the non-firm load would otherwise have been controlled. If, for any mason during such period, this capacity and/or energy in (see) no longer available or carnot be accommodated by the Company's system, the terms of this Company's system will even to apply and interruptions will be required for the remaindur of such period unless energy use is for one of the conditions outlined under "Provisions for Energy Use Daring Control Periods".

Any customer served under this rate schedule may elect to minimize the interruptions through the precedure described above. The initial election must be made in the Commercial Industrial Load Control Program Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 hours' written notice (not including helidays and wedentile) and must be by mutual agreement, in weiling, between the Customer and the Company. In such case, the written notice will replace my prior election with regard to this Continuity of Service Provision.

#### RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having junisdiction 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(s) of this schedule and said "General Rules and Regulations for Electric Service", the provision(s) of this schedule shall apply.

#### DEFINITIONS:

Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

Force Majoure.

Force Majoure for the purposes of this schedule means causes not within the reasonable control of the Customer affected and not enused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, nots, emigrammatal constraints lawfully imposed by finderal, state, or local governmental bodies, explosions, fires, floods, lightning, wird, acculents to equipment or machinary, or similar occurrences.

Backup Generation Equipment:

Backup generation equipment shall be Customer-provided generation equipment and switch gear. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.

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

Effective: November 15, 2002

Twenty Second Third Revised Sheet No. 8.680 Camerls Turney Second Twenty First Revised Sheet No. 8.680

### COMMERCIAL AND DETRIAL DEMAND REDUCTION RIDER CORROSTIONAL.

### APAILABLE.

Is all assessment served. Available to my conservation ordered continue receiving service under flow Schedule USD 1, CSDT 2, CSDT 2, CSDT 3, or UDD 1 through the services of a Common of Schedule December (Star Agreement in which the heat central pre-serve of the other case feesibly be appoint.

### DIMITATION OF AVAILABILITY.

The Bidge may be modified or entidence subject to descriptions made under Community Robot 25-17.0021(A), F.A.C., Goods for Electric Utilities and 25-6.0006, F.A.C., Non-Fren Harris: Terms and Conditions on any other Community descriptions.

### APPLICATION:

For electric survive provided is any attractional or relational converse mapping envisor under State Schoolabe (SSLS), GSLD-1, as proved the Conversated Indication Rider Agreement between the Conversate and the Computing state of the Conversate and the Computing to the Conversate of the Conversate

#### LIMITATION OF SERVICE

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### MONTHLY RATE

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### MONTHLY ADMINISTRATIVE ADDRESS

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(1810-1	\$102.441.40.00
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GSED-L GSEDT-L HEFT (SIG-1549-VW)	5486-20104-61
OSLEAR GENERAL HEAT (2,000 LW or product)	\$79,3490,30
(ISLDA), (ISLDEA)	Anna market de

### UTILITY COMPROLATE DEMAND CREDGE

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### UTILITY CONTROLLED BENGNO

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(Committee Shart No. Science)

Issued by: Tiffuny Cultur, Senior Director, Regulatory Rutes, Cust of Service and Systems.

Second Third Revised Shret No. 8.681 Cancely Second Heat Revised Sheet No. 8.681

(Cleaning of Store Libert No. 8 (197)

#### CONTROLLABLE PAYING PERSONS.

Strender I during Must be Montage through Pridays during the house from 5 and 32 Lat 9 and 32 Vendealing Basis arrows Con-Christian Day and New York's Day.

April 1 Brough Cirbber 14: Abouting during Findon during the boars from 1 p.m. [27] 144 p.m. [27] encircling Microsoni Ciry. Independence Day, and also Flay

#### EHIM DEMAND-

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#### LOADCONTROL

### Compf Chalater.

The Content's controllable load served under the Roles is edited to control when such control allestates are entergrave conditions or expendity-factorized, estate power expells of transmission, or whenever system load, actual or proported, would otherwise organism office Company's generative between expension estate belong transmission, of the Company's generative braining approximate state of the controllar or the proportion of the controllar or the control

Engage. The Critical Conditions will ignisely model in low than fifthen (15) Load Control Reports pay your and will not exceed because Control Periods per your Typically, the Computer will not include a final Control Period within sec (6) there of a previous Load Control Period.

Serger. The Company will provide one (1) hours advance motion or tune to a Communication to controlling the Communication (see Typically, the Company will provide advance sortice of fisher) it has no more prior to a Lond Controlling to the Institutions, whiten or each. For Communication option proposable for the Communication is required for the Communication in the communication of the Communication of the Communication is required for the Communication of the Commu

Explicar. The drawners of a single Load Council Femod will typically by time (1) hours and will not exceed six (6) hours.

he the arrest of the entergracy, each as a Community Capoutly Energy (our Definations) of a range distribution, gratest frequency, type notice, or longer distribution than listed above may occur. If such an entergracy develope, the Castenier will be given to his eyest the finites to the so would remain in law of power to firm service continues of the paralleless of entergracy power to eyest first service entermiers. The Contents agrees that the Company will have be finite for any during our imports that may occur as a month of provising the poster or less than two or distribute and or distribute to the first service.

### Customer Responsibility.

Upon the mocestifal installation of the load control equipment, a test of this equipment will be conducted as specified in the Communical Industrial Demand Reference Demand Rider Agreement. Testing will be conducted at a mutually agreeable time and dates hall typically be within the Committable Rating Period action otherwise agreed by the Company.

The Customer shall be preprinted for providing and maintaining the appropriate reparent required to allow the Company to electrically county for Customer's local, as specified in the Commercial Industrial Demand Reduction Rider Agreement.

The Company will crated the controllable person of the Customer's service for a one-hour period tryanally within the Controllable Rating Pariods) once per year for Company testing proposes on the first Wednesday in November or, if not possible, at a normally agreeable tree and dept, if the Controllab has not been responsible controlled dessign a lead control assets in the previous traitive (12) months. Furthing pulp-serviceballs the testing of the lead orwined equipment to make that had in this to be controlled within the agreed associated on.

### LOAD CONTROL PERSON

All hours established by the Company sharps a monthly hilling panel to which

- the Chargeory low) is scretched, or
- I the Compact is hilled parameter the Continuery of Service Program.

(Continue) on Short No. 8482).

Fourte and Effectite Revised Sheet No. 8,682 Cancels Continued Backwood Sheet No. 8,682

(Transpired from Door No. 11 (18))

#### PROADSONS FOR ENERGY USE BURENG CONTROL PERIODS:

Consents restricted of a load control evers should not except their First October datum periods to lear the Company is consent total interpretary districted with be made producted dating control periods in the Controller's failure to made on a constitution of the following conditions:

- 1. Ferre Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company; or
- maintenance of generation equipment necessary for the amplementation of load control which is performed at a preaminged time and date matually agreeable to the Company and the Contourer (See Special Provisions), or
- 3. adding firm load that was not previously non-firm load to the Customer's facility, or.
- 4. an event affecting local, state or national security, or
- an event whose nature requires that space learnth activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Regge Safety Officer at Cape Canaveral Air Force Station.

The Costerner's energy use (in excess of the Firm Demand) for the conditions listed above will be billed parament to the Contensity of Service Provision is no longer available, the Contensity of Service Provision is no longer available, the Costerner will be billed, as addition to the restrict obsque provided harmonder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cent per kilowatt-hour basis) that EPL is provising or selling during that percel, less the applicable class find charge. As-Available Energy cost is the cost calculated for Schedule COX-1 in accordance with EPSC Rule 25-17-0825, F.A.C.

If the United Administration of the Content of the Military of the exceptions show in an excession manner, the Company will terminate anyther under this other as described in TTRM OF SERVICE.

If the Customer except the First Demand during a paired when the Company to downstary lend for any cases refer than these specified shows the Customer will be

- (a) Miled a S8. To charge per 2/W of excess I/W for the prior story (60) accords or the number of months the Consount has been fulled under this order, whichever is less, and
- 2. full of a penalty charge of \$4-441.70 per kW of excess kW for each menth of rehillent.

Essent kW for reliding and prodity charges is determined by taking the difference between the Continuer's kWs usage thanget the level control period and the Continuer's kWs usage thanget will not be inhelited or produced twice for the large training kW in the calculation described above.

(Creaming our Shoe line \$190)

Janual by: Tilling Cohen, Senar Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2021

First Revised Sheet No. 8.683 Cancels Original Sheet No. 8.683

(Continued from Sheet No. 8.682)

### TERM OF SERVICE:

During the first year of service under this Rider, the Customer will determine whether or not this Rider is appropriate for the Customer and may request to cost the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rider for the life of the generating unit which has been avoided by the Rider. Those is, however, a Sive-year termination notice provision which will allow other the Customer or the Company to terminate service under this Rider should there by circumstances under which the termination of the Customer's participation or the Company's officing of this Rider is desired.

Service under this Rider shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.

The Company may luminate service under this Riche at any time for the Customer's failure to comply with the terms and conditions of this Riche or the Communical Industrial Domand Reduction Riche Agreement. Prior to any such termination, the Company shall notify the Customer's failure to comply. The Company may then terminate service under this Riche at the end of the 90-day notice period unless the Customer takes measures necessary to climinate, to the Company's satisfaction, the compliance deficiencies described by the Company's Notwithstanting the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective section, the Company shall be entitled to suspend forthwith the monthly credits under this Riche and bill the Customer under the otherwise applicable firm service rate wheelsite.

#### PROVISIONS FOR EARLY TERMINATION.

Termination of this Rider, with less than five (5) years' written notice, for which the Customer would qualify, may be permitted if it can be shown that each termination is in the best interests of the Customer, the Computer and the Computer's other customers.

If the Customer to longer wishes to receive ejectric service in any form then the Company, or decides to cognitude to service if of the previously Utility Controlled Demand and to take interruptible stassibly service from the Company, the Customer may terminate the Company in the Customer may terminate the Company in the Company in the Customer may terminate the Company advance written notice to the Company.

If service under this Rider is terminated for any reason, the Customer will not be robilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic costeffectiveness of the Company's Commercial Industrial Demand Reduction Rider is in the best interests of the Customer, the
  Company and the Company's other customers, or
- the Costomer is required to terminate this Rider as a result of Commission Rule 25-6.0408, P.A.C., or a Commission decision pursuant to this rule, or
- 6. the termination of service under this Rider is the result of either the Customer's couring operations at its facility (without continuing or establishing similar operations elsewhere in the Compuny's service area), or a decision by the Customer to cogenerate to serve all of the proviously utility controlled load and to take interruptible standing service from the Company, or
- d. any other Coatomer(s) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this Rider and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has those) the opagement installed and is (and) available to perform load control, or
- EPL determines that the Customer's MW reduction is no longer needed in accordance with the EPL Numeric Communical Industrial Conservation Goals

(Continued on Sheet No. 8 (84)

Issued by: S. F. Romig, Director, Rates and Fariffs.

Effective: November 15, 2002

Fruith Eleventh Revised Sheet No. 8684 Cancels Trinh North Revised Sheet No. 8684

#### E-cuttional front Short Sin. B 68(1)

In the oversity Costoner part the Charges by Early Termination because no optimizant Cartenaria) is only around a specified in puregraph of above, but the replacement Customers of service inside within teacher (22) months from the date of artificiation of service inside that likely or FPC. Inter determine that there is not until the MW reduction to accordance with the FPC. Numeric Communical Industrial Communication Continues will be affected all in part of the coldlings and greatly in properties to the continue of MW chimnel to replace the light opposity less the additional cost is served by the Computer to serve these AFW during any properties of the continue of the continue

#### Charge for Early Terrorism.

#### In the event first.

- a) service is terminated by the Company for any mason(i) specified in this section, or
- b) there is a termination of the Cartonier's morting service and, within treatre (12) anothe of such termination of service, the Company receives a request to re-establish service of similar character under a fam service or a captallable service rate schedule, or tasket this tider with a shift from non-firm load to fam service.
  - i) at a different location is the Company's service arm, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase fron demand on the Company's system without the requisite five (5) years' absence written action; or
- 6) the Customer transfers the controllable perties of the Customer's load to "Firm Demand" or to a firm or a cantallable service rate schedule without providing at least five (5) years' advance written notice.

#### than the Curtosser will be

- establed 58.70 per LW of Utility Controlled Dermid for the shorer of (a) the most recent prior start, out incertise change which the Customer was billed for service pader this Bider, or (b) the miniber of mostles the Customer has been followed index this Rider, and
- 2 (silled a persuity charge of \$4.44), 20 per KW of Unitely Controlled Domain Growth the number of months rebilled in No. 1 sleeve.

### SPECIAL PROVIDENCE.

- Control of the Contenen's local shall be recomplished through the Company's local memograment systems by use of control circums connected directly to the Contenen's residing equipment or the Contenen's local may be controlled by use of an entirely memograment system where the form demand level can be established or modified only by memory from account by the Contenen and the Company.
- 2 The Contrary shall great the Company resemble accord for installing, montaining, importing, testing and/or installing. Company-oraced load control equipment.
- it shall be the exponentiality of the Customen to determine that all electrical equipment to be controlled in an good input and working condition. The Company will not be responsible for the reput, maintaneous or implacement of the Customen's electrical equipment.
- 4. The Company is not sopplied to matell local control equipment of the autualiance cannot be economically justified
- 5. Chedric under this Rider and commission offer the introduction, impaction and recovered burning of the load covered aparpresent
- Management of opagament tradesking generators) accounts for the implementation of lead control will not be substitled during periods where the Company propose that it would not be able to withstead the loss of its happet unit and continue to serve firm serving continues.

(Continued on Sheet No. R.685)

bound by: Tiffany Cohen, Senior Director, Regulature Rapes, Control Service and Soutem, Director, Butter and Cartifle Effective: May 4, 2020

First Revised Sheet No. 8.685 Cancels Original Sheet No. 8.685

(Continued from Short No. 8 684)

#### CONTINUETY OF SERVICE PROVISION:

In order to minimize the Sequency and duration of interruptions, the Company will attempt to obtain reasonably available additional capacity analyse among during periods for which interruptions may be requested. The Company's obligation in this regard is no different than its obligation in general to positions power to serve at Continuous design, an appearly also beginning in the Company is not obligated to account for, or otherwise reflect in the generation planning and construction, the possibility or provision conjugate under the Continuity of Service Provision. Any non-first customers no electing to receive capacity under energy which multiply the Company to continue service to the Customers non-first back during these periods will be subject to the additional charges not forth below.

In the event a Curtomer elects not to have its non-time load interrupted pursuant to this Rider, the Curtomer shall pay, in addition to the normal charges provided becoming a charge reflecting the additional count incurred by the Company in continuing to provide service, less the applicable dues find charges for the period thering which the load weekl observable there been controlled (see Short No. 8.036). This increporate charge shall apply to the customer's non-time load for all consumption shows the Customer's firm Demand during the time is which the non-time load would observe here been controlled by for any reason during such period, this capacity such a company is (see) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will cease to apply and interruptions will be reported for the remainder of such period unless energy use is for one of the conditions outlined unless. "Provisions for Energy Use During Control Periods"

Any customer served under this Rider may abort to minimize the interruptions through the procedure described above. The initial election must be made in the Commercial Industrial Demand Reduction Agreement. Any adjustment or closure to the election must be provided to the Company with at least 24 hours' written notice (not including holidays and weekends) and must be by minusi agreement, in writing, between the Company. In such case, the written notice will replace any prior election with regard to this Continuity of Service Promision.

### BUILD AND BUILDIATIONS:

Service under this rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on tile with the Florida Public Service Commission. In case of conduct between any provision(s) of this rider and said "General Rules and Regulations for Electric Service", the provision(s) of this rider shall apply.

### DEFENCTIONS:

### Generating Capacity Emergency:

A Generating Capacity Emergency exists whim any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

#### Force Mineure

Force Majorate for the purposes of this rider resums consess not within the reasonable control of the Contener affected and not amond by the negligence or lack of the difference of the Contener Such events or circumstances may include acts of God, strikes, lockouts or other inhor disputes or difficulties, wasts, Mockades, immercations, note, environmental constaints have laby imposed by federal, state, or local governmental bodies, explosions, firm, Books, lightning, wind, accidents to engagement or machinary, or similar occurrences.

#### Backup Generation Equipment

Success generation equipment shall be Customer-provided generation equipment and switch goar. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling lead.

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

Effective: November 15, 2002

Original Shert No. R.686

### CERTABLABLE CONDUMENTAL ACADEANT EXPENSIONS FOR INTERPORTAL INCIDENTAL INCIDENTAL PROPERTY OF A PROP

### AVABABLE

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#### APPLICATION

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#### LIMPTANTES CONSERVED.

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### MONTHLY RATE

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### ELLIGITA CONTROLLO PARAMENTANIA

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USommod statistics No. 88821

Insied by Tilliam Cohen, Senior Director, Regulative, Rates, Cost of Service and Seurna. Ellistics.

Original Turn't Short No. 8 687

#### (Continued from Steen St. Batter)

### COMPREALABLE AATTWIPERROOK

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#### CEMPLIANCE INCIDENTAL

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### CHILING

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Communities bland had given

Issued by: Tiffuny Cohen, Somer Director, Regulation Rairs, Cost of Service and Systems. Effective:

## FIXHIDA POWER & LIGHT COMPANY

Celebral Turtil Short No. 8:688

#### Comment from Sines In S. 487)

#### DEMONSTRATION HERSON.

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#### SPECIAL PROTECTS

- Service unity the fields is not in \$1.00 to \$1.00 for other an above of the court entropy and an extension of an extension of the court entropy and an extension of the court entropy an
- Credes trake has Rade shall common after the secondal tem out mot of farmed actions to the common or demonstration Dr. Shirt Commission.
- The Company to make the form to be the momentum a short through with the previous of the builty for a configuration began in the configuration of the property of the configuration of the property of the configuration of test politically will not be overeighted executively rectarion
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- may very take more a make the history of these companies are not reported.

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## TERMINE STREET

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Name and the Ridge of States is the Committee of the Committee of the States St

## WHIS AND REQUIRED

harves mile the role in mixed to cross of a "property before house unsuccess and so the ground solution." The mile below and Regulations for Finance Services, on the sight the Chestic Public Services Communities, in control of particular terms and another terms and produce and Fermion and Experimental Services, the provisions and the public and another terms.

## DESCRIPTIONS.

A Committee Chapter Intergence when when we came all the strong strates in the way of the electrons in more and the stalled as produced action, to speak the first look obligations.

## Mary Minner

They be made to be provided the party provides on a such that the party to the party of the part continuous of bod of new delignous of the feature. Such exercise communications with residue new of Stock at their sections of the Mannes of militations, which because it is not the mannes of militations, which because it is not the mannes of the mannes

#### Hartan Committee Day (1874)

factors presently approved that his formula provided posterior in present and provide the office automatical legislature will be united for contracting band.

Cancels Furnis until thirteenth Revised Shert No. 8.715

## (Closed Schuling

## NATE STREET, E. SE4

## AVAILABLE.

Hall better you broad

## APPLICATION:

For lighting streets and condways, whether paths, or private, which are thereographies for normal flow of volucidar traffic. Lighting for other applications such as insurceptibly and providely-covered parking links paths and applications that was deep role and expressly defined above, as not permitted under that substitute expressly defined above, as not permitted under that whether except for lighting in such an application that was directly under the substitute to 7 My 0, 1992. Lamp explanation and emission is available to existing explanation belong service traffic that rate prior to formary 1, 2017. All other services will be applicable to Continuous after the emission to the emission of 1, 2017.

#### TYPE OF INSTALLATION

FPL count ficture transity will be insured or poles of FPL's contrag distribution or seen and arrest from evertical wars. On august of the Commun. FPL will provide special poles or underground must of the sharp or specified to see. Commun owned system will be of a standard type and design parameters served and frame-playment is no observed cost to FPI.

All mentioning the reasons are second some officers and other and Control for the State of Control for the State of Stat

## SERVICE

Service militals from cosmola, panel, energy finite dual carb day used down the following day and marrianness of VPL country Since Lighting Systems

#### LIMITATED OF SERVICE

the African Vages, the passent out brainformer formation in addition in charges to excelled from output in midnestal time will be presented under the schedule after the local transportation such additional lights are required in order to make exploring installations.

Poster United to the LED to such a highway school one of the control of the format which the format which the format a highest the first the first that the control of the first the first that the first

Stand-By /a uniate service is not permitted between the

## CUSTOMER COSTOURUTIONS.

A Contribution on Aid of Communication (CIAC) will be expused for

- ille differential cost between compleying rapid combination trainingum in mending, buildfulling and pole assistation work, where in phononicion cost, and the actiod cost to experience obstitutives such as specifier systems, payed surfaces such as advention, costs, gratum, and contexts, landscaper, solding and other electronicions accounted along the Street Light System antificions roote, such day teptar and replacement. If the Contented clock to perform work such as trending and restriction, they will be similared by EPL with a could (see to exceed the total CLAC cost) for the value of this work as demonstrated by EPL.
- b) the untillation cost of any agest overhead distribution faciolism and/or fire cost of all materia to executing distribution facilities which are respected in order to serve the Street Lighting System few face (4) times the additional annual new-last energy covering generated by the installation or alleration of the Street Lighting System, play when underground facilities are contained, the differential analytics contained the observation for the second production.

(continued on March No. 8.71vi)

board by: Jiffare Cahen, Smar History, Bernhiter, Rates, Cost of Service and Services & T. Roman, Director, Businessed Lauritic Effective: January 1, 2017

Formula Facty First Revised Sheet No. 8.716 Cancels Lockieth Florty North Revised Short No. 8.716

## (Communication Saint No. 8715).

These costs shall be paid by the Communication to the authorize of any construction were by a re. The Communication shall also you an additional costs associated with design modifications a requested after the original estimate his form made

#### REMOVAL OF FACILITIES.

If Snot Lighting facilities are immoved by edder Custome request or formation or broads of the agreement, the Custome shall pay FPL on operate equal to the original metalliol cost of the removed facilities less any solvego value and any depression (hands reconstruct depressation rates an appropriate by the Flinkhi Public Service Commissions plan removal con-

## MONTHLY RATE:

							r 197, Liturale rêt (5)	8		all (5)
Londnière Type		Lamp Siz Lamena		EWh 7Mo. Esti male	Fixture Mainten Energy Total Non-Fund.				Relangs ng/ Energy	City
High Promote							***	***		
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H W	3	9,500	190	111	\$1-713.22	31.302,01	0.54(3)	\$2.442.95	54-243-11	\$1-341,34
		10,000	130	:00	\$6.441.03	\$3442763	\$4.4451.5%	Sa and 23	SHEET WE	\$1-910 (19)
	=	22,000	200	-	\$6-687.11	52472.00	SLANG YS	34+44)Z2E	864011	\$1-00,23
5 5	3	50,000	400	1.68	M-447.18	51-007 14	60.145-61	BURDE	NEWSON IN	PETER IN
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	1	F40,000	1,000	911	Samuel L	SLISTING.	102/4/14 3	CHARLES IN	PENNINE L	<b>MANUAL</b>
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4 .	1	8,600	175	72	83-319/40	51.77	52-167-17	\$246791	54-141-11	\$ P. MAP 17
	2	11,500	250	104	Profession .	\$2,000,15	\$8-14(3.10)	MARKET	84-749-32	\$4,483,60
	3	21,500	400	160	\$6.00(.00	53.6(1).14	3400524	\$18.60(1.71	B2497-93	340621

## Charges for other 17%-owned facilities

Wood pole used only for the start lighting system Concrete pole used only for the count lighting system. Fibroglass pole used only for the street lighting system. \$5.44 67 Sec. 110 Steed pole wood only for the about lighting system. \$244T 52 Dielogowal coefactive not underparing Just a Tile per best Codegoral cordane unfor party managed same his gam.

The Underground combination leader puring charge will not apply which a CIAs in paid pressure to oction "at tentor "I internet Constitutions." The Contemporard conductors and trade princing damp with apply in the considerer.

(Comment by Steet No. 8 (18))

Issued by: Tilliany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: Jonnay 1, 2024

<sup>\*\*</sup> The per-fiel energy charge in \$40012.2739 per L'Mh.

<sup>\*\*\*</sup> Bills residented based on Total strape. Unlessed up of chappens not personal
\*\*\* November resourced declaring an placed to this not offenive January 1, 2017.

## ORDER NO. PSC-2021-0446-S-EI DOCKET NO. 20210015-EI **PAGE 645**

## EPECIAL PROVISION.

Where the Computy provides facilities other than those hated above, the monthly charges, as applicable shall be computed in follows:

4.636-1 20 of the Company's overage metalled cost of the pole, light listen; or both. Facilities Charge:

PF), shall use the transference charges in this land? Se fishers that full under the special provision fused on wattages. If a special provision factor falls between two metages, the maintenance charge will be averaged between two orients wattages. Mamoranue Charge:

New Facil Energy Charge: #40445 17745 KWh

(Continued on Sheet No. 8 717)

Cancels Twenty Ninth Turney Cantel Revised Sheet No. 8.717

#### (Continued ffrom Short No. 1, 71.1)

On Listoner-chined Start Ligistra. Distington, where Customer excitations to relating at no cost to FPL, the Monthly State for non-find energy shall be \$450.5 [27] by per LWH of estimated usage of such unit place adjustments. On Start Lighting Systems, where the Customer elects to initial Customer-speed acceptancy estimate, the Monthly Rate for con-find many which to \$460.5 [27] by per LWH of estimated maps of actin ministering and place algorithms for minimum monthly 2 Whyper monthly and the minimum monthly a Whyper proprieting degree will be 5 billowalf-down per monthly.

Coming the control amendment 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 Custemer with be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Custemer, FPL will:

- a) Replace the fecture with a shielded enterfl cobrahead. The Costomer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed after the first occurrence, the Customer shall only pay the \$290.00 cost of the shield, or
- Replace with a like unshielded focuse. For this, and each subsequent occurrence, the Customer shall pay the costs specified under "Removal of Facilities"; or
- c) Terminals service to the fistory.

Option selection shall be made by the Customer in writing and apply to all fixtures which FFL has asstalled in the Customer's behalf. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

Commentation Charge See Street No. 8 G30.1

Copyon Microsoft Charge See Street No. 8 G30.1

Each Charge See Street No. 8 G30.2

#### SPECIAL CONDITIONS:

Customers whose lights are turned off change on turbs nothing somers will recover a could equal to the field changes resonated with the first content of the field of the first on the first content of the first on the first on the first one turned off.

#### TERM OF SCRUWE

build taps of (a) (10) years with assessmile, steemed by (3) year consistences unless terminated as writing by edited PT1 or the Castonics of lead rapery (90) flags price to the sourcest sterms expectation.

## BULES AND REGIDATIONS

Service upder this separable is subject to redeep of governmental brokes having proseduction and to the computer effective "Computer Business of Services of Services of Computer on the Services of Services of Services of Computer Services of Serv

Issued by: Tilliany Cohen, Senior Director, Regulatory Rates, Cod of Service and Systems Effective: January 1, 2024

Ninth-Tenth Revised Sheet No. 8.718 Cancels Ninth Railah Revised Sheet No. 8.718

## STREET LABITING MUTERGISSERVICE.

## RATESCHOOL SI-IM

## AVAILABLE

de all married served

## APPLICATION.

For example-control agiting of states and controls, whether public or product, which are transmittees for around from 40 valuable smalls. Lighting for other agglerators such as, manuscripty and provide coroni putting lots, putto and recommend atom, or any other seasons and expressivy defined above, as not personnel under the schedule.

## SERVICE

Single phase, Of feate and it very available insided witage. All arrive repaired in promise by Castrone shall be founded through the mater. Revole of service is not permitted temperator.

The arriver is specific for only confirms on all made as a may be some. The Continuous will decrease a single some of series at the Common a specific for the Continuous and the Common a specific for the Continuous and the Common as a specific for the Continuous and the continuou

#### MICROTHLY WATE:

Comme Place Charge

STABBLE TO

Non-Eud Eways Charges

Hose Energy Chapte 1 200 3 22 5 pm 1 Wh

Company Transport 1 200 2

## Addressed Charges

Find Chatter Ken Bluet No. 3 (20) 1
District Dauge See Street No. 3 (20)
Franchise Fire See Street No. 3 (20)
Ton Clause See Short No. 3 (20)

Secretify A. Summers seeper. Short So 3 (10). For extremal perhaps of colours, a

Mesimon -\$4400(6.2)

## TERM OF SERVICE

Not less they are a knee.

## WILLIES AND REGULATERS

Service under this schedule is subject to orders of governmental bodies having particles and to the commerce effective featured Kodziand Regulations for Vigerie Service" on the with the Plotte Public Service Communicat. In case of contine bowless only processor of the schedule and said "General Regulations for Directs: Springs" the processor of the schedule shall apply.

Issued by: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Officeror:

Eighteenth Ninetzeuth Revised Sheet No. 8,720 Cancels Eighteenth/seventeenth Revised Sheet No. 8,720

## PREMIL M LAURETING

## RATE SCHEDULE: PL-1

#### AVAILABLE.

by all seminary many served.

## APPLICATION:

FFE-commit lighting facilities not available under rate schedule Stot and Oliot. To any Continuor for the sole purpose of lighting streets, readways and present areas, other than included reschedual because. This metades but is not limited to pulying land homogeneous securitation common areas, or parks. Applicable is a feature schedule areas acres pulsical because 3, 2021.

#### RERVICE

1

-1

Service will be immersed and will exclude lighting installation, lamp englecement and facilities maintenance for PPL-owned lighting systems. It will also include energy from dask each day until down the following day.

The Company, while exercising reasonable diffigures or all times to formals service horizoned, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for measury regards to light or equipment.

#### LIMITATION OF SERVICE

installation shall be made only when, as the judgement of the Company, the location and the type of the Establish see, and will continue to be, usedy and economically accountly to the Company equipment and presented for both construction and maintenance.

Stand-by, non-firm, or main sorrier is not permitted becomede.

## TERM OF SERVICE

The learn of service is (20) Wester years. While and of the term of service, the Contents may check to expend a grow appropriate to the content of the conte

## PACILITIES PAYMENT OPTION

The Costrons will pay for the facilities or a long-som in advance of companion. The among will be the Company's total work under cost fire duese facilities times the Present Value Reviews Requirement (EVRR) multiplier of 4-(844)\_(200) Morebly Malestonians and Energy charges will apply for the term of engage.

## EACH THE SELECTION.

Facilities adoptive diaff by made by the Continue in writing by executing the Company's Permitte Lighting Agreement.

(Command on Shuri No. 8-721)

Issued by: Hillan Cobin, Senior Director, Regulatory Rates, Cost of Service and Systems, E. Romin, Therefor, Maine and Laville Effective: January 1, 2018

Thirty-Fills Sixth Record Sheet No. 8.721 Cancels Thirty-Fifth Thirty-Franch-Revised Sheet No. 8.721

(Continued from ShortNo. E 720) SPONTHLY JUSTIC Furtiries: Part in full Moreldy rate is zero, for Castonic a who have executed a Fermion Lighting Assessment below March 1, 2010. 10 years payment option: # Jan | 20% of rotal work order code 20 years payment option: ##GeO 868% of total work. Миреринс IPE's scanned costs of managing lighting feedbases none FPE, reserves the right to assess a course for the ecovery of any/full-cond felling research they the paid will all the first than the KWH Commission for firstern than be estimated using the following formula Ewoo: KWH-410h Wolling commercy 553, 3 family not quarter Non-Find Finings ARRESTS TARRE Jane Street May 2 (1975) Non-Sheet His William Sacrimon L' tion filmer No. 6 Harry Spring Prodeomin Charles Hoc Short-His H. Hilly I See Charles Street Similar in See See See See See francisco Per-New Sheet No. 2003. SALAMAN NA PHILIP See Hilling Adustriagra section. Short No. 8 (No. for additional applicable electric). During the leasted immediation period: Facilities in service for 15 days or less will not be fallest. Eachber in appear for to days or more will be billed for a field month. The amounts workly hit shall be the applicable Partition Manmators and Pulling chapter (Command on Short Sci 8 722)

Jamed By: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 3821

Kinth <u>Centh</u> Revised Sheet No. 8.722 Careels <u>North Fighth</u> Revised Sheet No. 8.722

(Commed Born Short No. 8.221)

## ARLY TERMINATION

If the Castering wishinger window to recover service under this activable, the Casterior may territorial Promiser Lighting Agreement by giving at least (90) wherey share advances written series to the Continue Upon early invariant on a stress. The Continue which pay an annual composed by applying the following Territorial Pactors to the australian over of the facilities based on the year in which the Agramment was territorial. These Territorial Pactors will not apply to Continue with cheered to pay for the facilities in a large turn in less of a resultily payment.

FPL may also charge the Contours for the cost of the unitary for manning the facilities

Ten (10) Years Payment Option	Termunisari Eactor	I westy (20) Years Parment Option	Termination Factor
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3	D-88 (1986-6-0)	3.	5 05000 Octo
4	S. S. SALDE S. SHITE		1.07930.9710
.5	5.7624 F.161	- 2	2-00020-0307
	T-4740 6150	6	CHARLES STORY
4	P-94940-5100		A-M2850-9719
- 8	4-47370, 9900		\$3,000 P.V. (\$1.00 P.V.)
.0	Sec. 202001.3 12	9.	metalish by by
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		10	AND INT
		70	# 40/4/C/94/00]
		-29	0.0000

## WILLPEL DAMAGE

in the error of willful damage to diese facilities. (FF, will provide the introd repair of soil postalist damage in regions. Upon the access returning of willful damage, and subsequent occurrence to these FFL-arrord facilities the Conform was be empossible for the cost the require occurrence.

#### RULES AND RECURLATIONS

Service under this schedule is ordered to order of governmental bodies laying personates and to the currently effective "Coursel Ridge and Regulations So Flagtes Service" on the with the Physicle Public Service Countessian. In case of conflict between any provision of this exhibite and und "General Enter and Regulations for Flagtes' Service," the provision of this schedule shall apply

boxed by: Liftum Cohen, Some Director, Regulatory Rates, Cod of Service and Systems 5-1. Human, Director, Halos and Facility Effective: January 1, 2018

Thirty Filth Stock Revised Sheet No. 8.725 Cancels Thirty Figh Thirty Fourth Revised Sheet No. 8.725

## (Classished)

## DATE SCHEDULED LA

#### AVAILABLE

In all business seried.

#### APPLICATION:

For your result actions somethy lighting of yords, wall trays and other areas. Uplus to be several horizontal shall be as locations which are easily and occurrencially assessed in the Company vehicles and presented for construction and materialism.

It is intented that Company is and security lights will be partialled on cooling Company county doubts facilities, or short extension for oils, as we should strain system is not provided on is not sufficient to cover the security lighting mode of a particular individual or location. Where more extensions were in a constraint lighting is required, such as the time, particular observations and connecting being the Company will connect to the Company's potential areas. The converse authority following the company of connect to the Company's potential areas. The provide the servacion authority following the Company will connect to the Company's potential areas. The provides an absolute following the connection of the connectio

#### SERVICE.

Service options temp encount, metry, their approximately data (see day until approximately days the following day, and maintains of Company-owned faration. The Company-will applies all becomes and will married at heightest during against fartness weeking becomes a practicable. Showing modification by the Company and six processey. The Company shall be permitted to under the Company shall be permitted to under the Company shall be permitted in under the Company shall be permitted in an action of the parameter of the permitted and technique.

The Company, whale commony transmitte diligence at all times to Remain service becamely. Does not parameter continuous ligitary and will not be hable for disputes its not interruption, deficiency or failure of service, and reserves the right to bround service at any time for successing require to boses or equipment.

The Comment for the size of any most because the field \$1,000 persons and shallow yet comment as \$1,000 persons with produce and the size of the size

#### LIMITATION OF SERVICE

This schodale is an available for reproce normally supplied on the Company's standard small lighting schodale. Company cornel fortifion will be installed only on Company-cornel fortification will be installed only on Contours-cornel poles. Contours-cornel facilities will be installed only on Contours-cornel poles. Overhead conductors will not be installed as any area designated as an underground distribution area, or any area, printings or location served from an underground scarce. Contours must have an active house or premise account associated with this service. Stand-by or smalle service not permitted homester.

MON	THE	FRA	TE:
-			

1

Lumin			Lamp S Initial		кw	Charge for Company-Ovoied <u>Unit (St.</u> Mainte Energy				Charge for Customer Owned <u>Unit (S)</u> Relamping <u>Energy</u>		
Type			Lonens	Catte.	31/ 54m	Distances	more N	an-Ford	Latel	Lourge	Only	
High P	Venue	9	6700	70	E.a	(CARL)	Beigg !!	\$1.00 m	100	laws -	PLEATE OF	
-	1,74		7.500	140	16	Season in	MARKET .	31.137-17	State of	MARKET THE	34.84.57	
	1.00		183900	1,860	100	SHARE AT	15.027 11.	ACCOUNTY !	sadteen)	91.025.21	Married ST	
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-			160000	460	106	B-000	Sharp of	\$5 -0.00	PAR-1511	Feb. 400-411	35-00-25	
- 11			12,000	186	-10	Service 27	8840.17	Section	38-01566	AH PROCESS	\$6.06Z.12	
Mirror	y stape	2	5000	199	VZ	SEARI, 15	STATE OF	\$144.2.22	ATHREE	Shirely Like	\$5,000,00	
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-	-	.*:	13,700	100	100	\$4.000 EV	SHAZIF	ANNELS.	SHAPELPAY.	\$1-122.00	Older a	
-	T-80	011	invigo di	wrpets.	F-100 A 173	spekWh						
						(Dec	and in Short	CS-0 9 7260				

Littard by Tillary Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2004

Thirty Sixth Neventh Revised Sheet No. 8,726 Cancels Thirty Sixth Unitty Fifth Revised Sheet No. 8,726

(Continued from Short No. 8 725)

Charges for other Company-owned facilities

Donts-gare, Anchor and Protector.

Wood pole and span of conductors \$11.83(2.3)
Creating pole and span of conductors \$14.20(1.7)
Polembas pole and span of conductors \$18.70(0.2)
Stock pole associately for the smart lighting system # \$14.00(1.2)
Underground conductors (mainting translang) \$10.00(0.00) por Fore

For Continuous-covered cartieve lights, where the Contemp research to relamp to to cood to FFE. the monthly rain to turn-find energy shall be a ball of the pur EWA of extrement usage of each and plus infrastructure.

MEDILE

Comment of the Color of the Col

#### SPECIAL PROVISION.

Where the Commany provides facilities often framitions instead above. He mostly charges as applicable dual to compress as follows:

Facilities (Thing): 1-61(28% of the Company's arrange baselind overest the talk, taget frames to been

Management Charge. PPL shall you the matriprings charges in the hard for fortige that hall made the special province hards

on tentings of a special provision fortune fails herecomen to it without the based on the charge will be

and aged between two assuming wateres-

Number Charge Charge 2 2013 - Se out IWh

## TERM OF SERVICE

See less than one year. In the event star Commany metalls are Decimal Re-which there is an added expectely charge, the Term of Service shall be for not used than these years.

If the Castomer tenunales service before the capration of the initial term of the agreement, the Company may require constitutement for the total expenditures made to provide such service, plus the cost of removal of the facilities installed less the salvage value thereof, and less credit for all mentally payments made for Company-content facilities.

#### WILLFULDAMAGE

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed stem at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to those FPL-owned facilities, the Castomer will be responsible for the cost for regular or regionstrain.

#### RULES AND REQULATIONS:

Service maker that active in subject to orders of parameters budges inviting particulars and to the committy effective. Thermal Rates and Regulations for Electric Service, or file with the Platida Public Service Commission in used of conflict between any provision of this substitute and substitute and Regulations for Electric Service, the provision of this schedule shall apply

#### COMPANY FINANCIFACILITIES

Company wound from action annually will be removed on Company's casting illumination plans and removed from existing involved were. The Company will grow the removed becomes from existing according function to a Company control light in the Company's experient. When requested by the Company, and at the option of the Company, which make plans of which are according to the Company open agreement by the Control of the function in a mediant with the control of the Company open agreement by the Control of the function in a mediant of the Control of the Control

Insued by: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems.
Pffective: January 1, 2014

Fifth Revised Sheet No. 8.727 Cancels Fourth Revised Sheet No. 8.727

(Continued from Sheet No. 8,726)

## MONTHLY RATE

The Customer will make a tump sum payment for the cost of charges in the height of existing poles or the installation of additional poles in the Company's distribution lines or the cost of any other facilities expand for the installation of lights to be served becomise.

At the Customer request, the Company will upgrade to a higher level of illumination without a service charge when the changes are consistent with good engineering practices. The Customer will pay the Company the net costs incurred in miking other lamp size changes. In all cases where lamination are replaced, the Customer will sign a new service agreement. Billing on the rate for the new laminative or lump size will begin as of the next regular billing date. A luminative may be relocated at the Customer's request upon payment by the Customer of the costs of removal and reinstallation.

The Company will not be required to install equipment at any location where the service may be objectionable to others. If it is found after installation that the hight is objectionable, the Company may terminate the service.

When the Company relocates or removes its facilities to comply with governmental requirements, or for any other reason, either the Company or the Customer shall have the right, upon written notice, to discontinue service hereunder without obligation or liability.

#### 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.

#### CUSTOMER-OWNED FACILITIES

Customer-owned luminaires and other facilities will be of a type and design specified by the Company to permit servicing and lump replacement at no abnormal cost. The Customer will provide all poles, firstures, initial lumps and controls, and circuits up to the point of connection to the Company's supply lines, and an adequate support for the Company-owned service-conductors.

The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer.

#### DEFINITIONS:

A "Luminaire," as defined by the Illuminating Engineering Society, is a complete lighting unit consisting of a lamp (bulb), together with parts designed to distribute the light, to position and protect the lamp, and connect the lamp to the power supply.

A "Conventional" luminate is supported by a bracket that is mounted on the sade of an ordinary wood pole or an ornamental pole. This is the only type of luminaire offered where service is to be supplied from overhead conductors, although this luminaire may also be used when service is supplied from underground conductors.

A "Contemporary" luminaire is of modern disagn and is mounted on top of an orisonental pole. Underground conductors are required.

A "Traditional" luminaire resembles an Early American carriage luminm and is mounted on top of a pole. It requires an ontamental pole and underground conductors to a source of supply

An "Ornamental" pole is one made of concrete or fiberglass.

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

Effective: January 1, 2017

Fifty First Second Revised Sheet No. 8.730 Cancels Fifty First Initiath Revised Sheet No. 8.730

#### CRAFFIC SIGNAL SERVICE (Chook Schools)

## BATE SCHEDULE SLEE

#### AVAILABLE

ford september arrival

## APPLICATION.

Service for traffic agnal lighting where the signal system and the count or contract with Company's existing supply lines are traffiled, would not maintained by Contoner and were solver prior to business 1, 2017.

All new or exchinences on internal Cost man-twent facility upon lates are belon invarid under St. 2M. Lindle, Stand Mounted. Service insuff.

## SERVICE

Single phase, 40 horse and approximately ENCOM volte is higher, of Company's opposi-

## MONTHLY RATE.

Non-Fact Energy Charges.

Base Energy Charge 4-0125 (150 per 8Wh
Commission Charge 5-0-18 (150 per 8Wh
Commission Charge 5-0-18 (150 per 8Wh

Fith the special of Autor. See Short Marit (2004)

from Protestion Charges - In Chart No. 1 (1971)

#### Additional Charges

Sectaling Adjustments partiest, Short No. 8300, the photocol applicable that res.

Minimum \$2-483.74 at each point of delivery

Note: During the install installation period of Goolitics.

Lights and facilities in service for 15 days or less will not be billed.

Lights and facilities in service for 16 days or more will be falled for a full month.

## CALCULATED USAGE

The Calculated Usage at each point of delivery shall be determined by operating tests or utilization of manufacturers' takings and specifications. The monthly operation shall be based on a standard of 'Do' hours, however, that portion of the operation which is on a noncommunical basis shall be adjusted to reflect such operation.

## TERM OF SERVICE.

Not less than over (1) billing period.

## NOTESCY OF CHANGES.

The Cookeyer shall min'ty the Company of land 10 days great to any charge in raining of the approprial serval or the pariods of operation.

#### BUILES AND HEAVY LATERS

Service make the scholar is subject to orders of presuments token mirror jurisdation and to the country officers "General Rules and Regulations for Electric Service" on the path for Florida Public Service Persuments to use of conflict factoring also physicist of this orbidate and such "Oriental Rules and Kapatalisms for Electric Service" the providers of this schoolds shall artists

Issued by: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective. James 1, 2021

Ninth Tenth Revised Sheet No. 8.731 FLORIDA POWER & LIGHT COMPANY Cancels NinthEighth Revised Sheet No. 8.731 TRAFFIC SERVAL METERED SERVICE KATE SCHEDULE: 52-256 AVAILABLE is all - represented APPLICATION Service for stallin agend lighting where the signal system and the circuit to consect with Conseny's existing emply lines are motallist. owned and maintained by Cossoner. Fruits depute active prior to James V. 2017 may be operating under the closed \$1.-2 Traffic named Service and because, and confederate en experiencia de Compresso de Bratto estrada la deservado estrada de contracto en encora de entrac mater they mell! SEXVICE Simple places, on fearth and approximately 100/140 with or higher, at Gempan's epitors. MCOSTRILY RATE: - Chine Nor-line Energy Changes \*# 101 115 par 1/8/h Rose Energy Charge Gas Since Should have Capatité Fermin (Targe - Ave Bost No. 2 (20) Executaming Course See Short Ive # 1000. State Performs Class - New Street No. 4 200-4 Additional Charges Car Sing St. Line COLUMN TO SERVICE Description from Tall Charge by Grant's \$133 by Salary Salary and Burney 1 to the State of the large state being Malamati Escapation-TERMINE SERVICE Not has Barrier Of your MULES ANTIREGULATIONS: between this wholship of algorith orders of governmental bodies having antidense and to the country allegage "cleaned Sales and Regulation for Dozen Serves" on file with the Physics Poils: Service Commission, in case of coeffici however any procedure of the selection and unit "German balles and Nanahato on for Doctor Service" the convince of the scindal shall apply

Issued by: Tillany Cohen, Senior Director, Regulatory Testes, Cost of Service and Systems Effective January 1, 2021

First Second Revised Sheet No. 8.735 Cancels Chestand First Revised Sheet No. 8.735

#### LANGE STREET, NO.

## RATE SCHEME LT.1

#### AVAIL AGES.

III all of the Property for the control of the special position of the special of the property of the special o

## APPLICATION

For the property of subsequents of the property of a plant of the property of

## TYPE OF INSTALLATION

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Desired Lights company has presented on a results covering distribution poles for the compositive property.

The location and the true of the hadder are and approximate to the community according to the Community and the contraction and manner of the contraction and manner of the contraction and the contraction and the contraction of the contraction and the contraction of the contraction and the contraction of the contract

## SERVICE

Service includes energy from deel much liky until darm the following day upd maintenance of Company feacemed lighting system. Maintenance includes replacement or impact of stay oftend component to assure the facilities are operational and safe. The Company will maintain or to littles device resolve daying west on beans as soon as a new lay to be the company of the Company flat and make accesses. The Company and beganning to the lay to be company and to maintain the facilities.

The Limited with contrast appeals obtained at all time of imple spirit interests, feel on market continues to the limit of the limit in the market of a spirit interest in the limit of the

## LIMITATION OF SERVICE

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Small by its cools service to see partitional horizondar.

bested by: Tilliamy Coben, Senior Director, Regulation Halon, Control Service and Systems Director, Males and Land-

Effective: March 3, 2020

t

## FLORIDA POWER & LIGHT COMPANY

Limit Second Revised Sheet No. 8.736 Cancels Organic First Revised Sheet No. 8.736

## CLEGRAMER CONTRIBUTIONS

A Contribution in Aid of Construction (CLAC) will be required by

- (i) the differential cost formers compleying tapid communion techniques in treating, madefilling and polarisation work where no obstructions exist, and the addid cost to overcome obstructions each as spreader asystem, paved surfaces (such as statewalls), curies gutting and reviewed, landscaping sociality and other resonances encouraged along the Lighting System installation ports, including report and replacement. If the Countries along to prefer most such as treatment and resonanting they will be communical. PML-by the Company with a credit (see a record the result CLAC cost) for the value of this work as determined by PML-by Company.
- With conditions and of any new overless distribution facilities and/or the cod of alterations to extend distribution facilities which are required as order to serve the Lighting System less from (4) teams the additional natural non-field energy prisonal particular by the modulation or alteration of the Lighting System, plus where undergoined facilities are autified, the differential metallities occur integrated and overhead distribution facilities.

These costs shall be paid by the Conturner prior to the installars of any construction fock by EHL the Company. The Contract shall also pay any additional costs associated with disagn modifications requested after the original potential has been made.

## REMOVAL OR RELUCATION OF FACILITIES

If TPL COULD'S covered lighting fleely her proceed situation to proceed a control of the Agricument of

When the common relations or entrology is a least to consider with a reasoning programming. When the consens in the Lineause which there is a least to consens in the Lineause which there is a least to consens in the lineause without referent relations.

Partial infection of the new design of designs from the call teacher and merchanic of the new designs in the pair section, insulting author to purpose a selection of a pair wheelers.

In all cases, should the Challerest capital terminative of the Agrammins, such termination will require written money 90 days a print to the dam of remarkation.

CONTRACTOR CARCANYONNE DOCK-ARTONIS TO COMPANYON SERVICE AND SERVI

Internecture, covering, see 1.10. Leaves, the LEO Covering Receivery Change (all 1950), and they will be to change for the Homes being proposed Any other allarge. The references explained on Company owned in those model and apply.

#### CHASGE IN FULD RESIDENCE TYPE

At the Content of Equations produces A 1 To the model of the production of the model of the street o

Communitation Short No. 8,735 (5)

Laurel by: Till and Collete, Service Director, Region to Russ, United Strains and Systems, Rate and Locale-Effective: Marchyle, 2020

#### Second Revised Short No. 8.736.1 FLORIDA POWER & LIGHT COMPANY Cancels Orginal First Revised Sheet No. 8.736 1 MUNTHLY RATES FOR MAINTENAGUE AND CONSTRUCT Maintenance per Fixture (FFL Owned Vixture and Fole) 51-381-70 Maintenance per Fixture for FPL fixtures on Cistopier Polic \$1.101.04 LED Convention Recovery \$1.87 MOSTHLY RATES FOR POLESUSED ONLY FOR LIGHTING SYSTEM of pole med only for the street replace waters Stopdard Wood into \$7.8457.5 Standard Connects pulse that only fee the three lighting systems Standard Controls 1981 Round Fillergines peda used only the the street lighting system Stanfard Filteralism table PR 3700.00 Discourts a Tall filteralist polynomia only for the street legiting system ART DO S1353315 99 December Common pose and only the the sheat linking system December Control with **Children** Delay and the late the side of the same of the same MONTHLY RATES FOR LIGHTATURES? Figure Ter The last Circuit ¥. 30 . 4 160 . 6 34 25.0 14 46 . . 481 1.30 1.55 10750 1420 1650 1830 TEM 25.50 78.310 \$1.50 86.50 17.50 #9.55 11.50 3.50 7.36 1.70 TASI 19(%) E5.39 14.76 n 5 0.20 1.70 48.70 13.70 20.50 AT. TH 46.70 4838 0 1.90 4.90 11.10 16,70 19.90 17.90 36.54 10.40 14.00 41.49 0.114 2617 167 576 8111 17.31 1130 1716 20.310 23.00 284 bd 1210 15.00 18 (1e 11.79 ALTE T 550 2.90 2.40 10.10 30.30 5430 17.10 26.30 23.10 SCH 28.90 1236 55.90 100,00 31,36 1431 8.70.60 5.60 336 8.50 71.36 5436 (230) 20.50 B36 56.56 20170 32.00 35.50 18 50 46.50 316 1 100 8 1-37 36.79 29,10 24.3 15.70 3870 11.76 14.76 52.3 41/16 44.3 Aj 240 T.W. \$1/25 14.90 20190 23.94 24/19 12.00 15.100 38,50 11.96 15.08 11 A 1 A 1.60 8.10 9.19 13 111 13,10 (30) (6 23 10 34.10 2589 107.10 33.71 38.310 19.10 411h 45.06 0 / 100 YM 5.50 5.40 12 10 1530 TAU 23.60 54.10 21.34 91. bd 1136 50.81 Ut W 42 16 45.10 F 1.80 45.54 ĸ \$ 2.00 9.50 6.50 9.50 1230 15.50 18.50 21.50 24.50 36.5n 33.50 36.50 3920 42.50 6.70 A.70 12.70 15.70 10.70 20.30 24.70 10.70 16.70 30.70 42.36 45.70 6. \$ 2.30 13.70 27.56 6.90 9.99 21.90 24.89 36,00 39.90 42.90 45.00 3.80 12.99 15.99 18.90 33,90 M \$ 1.40 1 240 4,15 1.10 10.10 15.10 16.10 19.10: 22.10 25,10 28010 31(10 3410 37.10 40.10 43,10 46.10 T36 1036 1930 22.80 **¥**835 1830 34.36 34.30 37.36 4030 40.30 4430 430 13.00 16.50 o \$ 2.80 p \$ 3.00 4,50 1.30 16.30 13.50 16.50 19.50 22.56 25.56 28.59 31.30 3450 \$1.50 40.50 43.50 46.50 43.50 7.70 14.70 19.70 22.70 35.70 40.70 80,70 32.50 ø \$ 3.20 16.70 29.70 14.5 T.90 22.90 25.50 13.90 16.90 19.90 28.9 10.00 34.90 40.90 43.90 11 5 3.40 12.11 5.30 8010 31.00 14.10 17,10 2010 78.10 26.10 29.10 10.10 35.50 38.10 42.10 44.11 5 3.60 530 8.50 311.30 1430 17.50 20.50 23.30 26.34 79.80 12 No 35.46 18.30 41.30 4436 47.36 5 3 80 5.50 8.50 14.50 1150 20.50 28.50 26.50 29.50 32.56 35.50 38.50 41.50 44.50 41.50 \$ 4.00 11.50 8,50 17.70 20.50 25.50 56.79 29.70 A± 76 45.70 18,70 \$ 4.20 11.70 14.70 44.70 44.70 5.00 8.90 11.00 14.90 17.90 20.99 23.90 24.84 79.98 12:00 35.60 48.90 41.90 44.99 \$ 4.40 9.10 27.89 30.10 \$ 4.60 4 20 12:10 35.10 18.10 21.10 24 10 30.10 11.10 34.00 42.10 45.10 48,10 45.36 0.30 12.30 15.90 18.50 24.80 27.90 50.30 13.30 34.30 10-10 4230 48.55 1 430 8.30 \$1.30 70 N 500 12.60 11.55 18.50 71.50 26.50 22.85 10/40 11 30 16.50 361.40 42.46 31.50 44.50 16.70 15.76 9:70 A8,711 73.70 24.19 **25** 10 HI S 88.70 90.10 36,70 45.70 45 79 96.19 LA 8, 526 491 400 1198 15.90 1836 11.90 54.00 30.90 30.94 1199 36.90 99,60 #190 45.90 48.90 8.546 SERVICE 1910 22.81 25.00 11.14 10.10 FE 10 91.69 49.10 42.1% 7.10 TO.OE ALIV 28 (0 46 13 even. \$ 560 93.30 12:30 27.10 23.10 2830 34.30 17 10 90.50 81.00 Hen. 2:350 10:30 26/20 36.10 33:31 1850 1930 8.6 46.46 4230 13.50 3650 2250 31.54 14.50 11160 1.430 7840 80.30 48.50 Condeg of available fixtures and the assigned falling tim for each care be vowed at mover FE, arms purpose had bee lighting family The month of the specified in 3.3 for part AA, where the LWA is interested any processing 444.35 paging processing 1000.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Scuting Director, Rates and Jurille Effective: March 5, 2020

Sirvi Second Revised Short No. 8.736.2 Cancels Original Pirat Revised Short No. 8.736.2

## SPECIAL PROVINCES.

When the Company provides of company or mosts ofter than stone and enforced above, the monthly binages, as approache shall be companed as follows:

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Sended months and Great House to pract

#### ADDITIONAL LICENTING PROPERTY

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Client 1 19% of the Company's consistent that all the additional factories habition

As of January 1, 2002, the factor personnes to Uniterpressed Conductor will be about in new continues. Underground Conductor 3-2644, 4039 per Son

## BILLING

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During the initial installation period.

Facilities in survice for 15 days or less will not be billed;

Fuestries an service for in days or more will be hilled for a fell mouth.

For setting halfs out the Common has the tide of any time in coming the light for transportment and dueling stem to make a substance with poor mentioning within

#### WILLHILDAMAGE

Upon the second occurrence of willful damage to any SEL-Company-owned Santones, the Contemer will be responsible for the cost investod for repair or septembers. If the lighting findness is damaged, based on prior winfor instructions from the Contemer, the FPL-Company will

- a) If a commercially available and FPE-Company approved desires musts, and all a protective should. The Contorner sholl pay \$290.00 for the should plus all associated costs. However, if the Contorner chrones to have the should installed before the second occurrence, the Contorner shall only pay the cost of the should, or
- 10 Replace with a like unstabled fixture. For this, and each subsequent occurrence, the Custome shall pay the estimated costs of the replacement fecture, or
- 11 Terminate service to the fixture. In this case, the lighting heilities will be expected from the field and from billing, the Casterper will per the lighting facilities charges for the remaining percent of the emperity active Sum of service plan the cost to responsible facilities.

Option selection shall be made by the Continues in writing and apply to all dictors refacts—the Congress has associated by the Continues a large selection of the Continues of any time and will become effective many (60) days offer written reface in received.

(Lorentzed or Short No. 8 78)

Issued by: Tiffany Coben, Senior Director, Regulatury Rates, Cost of Service and Systems Director, Rates and Loriffu-Effective: March 3, 1820

Cancels Second limit Revised Sheet No. 8.738
Cancels Second limit Revised Sheet No. 8.738

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EC/ontrinsed	Inven Shoot	PVD. A.	125-17

## OTHER CHARGES

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#### SPECIAL CONDITIONS:

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#### TERM OF SERVICE

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## WALES AND BEGRALATIONS

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Issued by: Tiffure Cohen, Senior Director, Reministry Bakes, Cont. of Service and Systems Director, Bakes and Furtific Effective: March 3, 1020

Partetout Short No. 8,739.

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## ASSILABLE

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## DISTRIBUTED ADADICAY, AND GENERAL AREA LIGHTING.

## APPLICATION

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Issued by Tilliam Cohin, Santur Director, Regulators Huns, Cost of Service and Systems.

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Issued by: Tillany Cohen, Senior Director, Regulatory Rairs, Cost of Service and Systems Effective:

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Issued by: Tillans Cohen, Senior Director, Regulatory Rates, Cost of Service and Seviena.

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Issued by: Tellany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems. Effective:

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Original Sheet No. 8 730.5

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## MONTHLE RATES: COSTUMER OWNED WITH OF LAMPING SERVICE ACREEMING.

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Issued by: Tilliam Cohen, Senior Pirretor, Regulatory Bates, Cost of Service and Systems.

Effective:

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## FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 8.759.6

#### Metal Hallide

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Original Sheet No. 8 739.7

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## TERM OF CONTRACT (OS-CIL)

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## DEPOSIT (DS-UT)

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## ADDITIONAL CHARGES (OS-LID)

See Hilling Administrative section, Sheet No. 8 (00), for additional ambivable charges.

Issued by: Tiffany Cohen, Senior Director, Regulatory Bates, Cost of Service and Systems.
Effective

South Seventh Revised Sheet No. 8.743 ancels South Eith Revised Sheet No. 8.743

## RECIPATIONAL LORDING

(Chroid Schmide)

## AATE SCHOOL ILLI

#### ASARARIA

in all manney up to served. Appendix to any continue, who, as of immany to 2001, was order taking correspondent to the solutions of bad a field executed Recreational Lighting Agreement with the Company.

#### APPLICATION

For FPL-counced facilities for the purpose of lighting community recruational areas. This includes, but is not limited to, baseball, softball, soccer, termis, and basketball.

#### SERVICE

Service will be metered and will include lighting installation, lamp replacement and facilities maintenance for EPL-owned lighting systems.

The Company, while exercising resonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

## LIMITATION OF SERVICE.

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

Stand-by, non-firm, or result service is not personnel horsender

## TERAFOF SERVICE

The larm of service is (36) twenty years. At the end of the term of service, the Contestor may deed to examine a new Agreement based on the current estimated replacement costs. The Company will return oversuring of these facilities.

## FACILITIES FAYMENT OFTION

The Contrarier will pay for the facilities as a lamp sum in advance of scripturction. The amount will be the Company's total work order cost for those facilities tends the Process Value Revenue Regumental (PVIR) multiplier of 4.4 mid.] 1268. Monthly Marienance and energy charges will apply for the term of service.

## CACILITIES SELECTION:

Facilists adoction shall be underly the Contours in writing by executing the Congrany a Reconstruct Lighting Asymmetric

(Command on Sheet No. 8 74m)

Desired by: Tilliam Cuber, Septor Director, Regulatory Emry, Cost of Service and Systems 8-F-Rennin-Director, Rain and Lordin-Effective. Summy 1-2018

Security First Revised Sheet No. 8.744 Cancels Seventhisist Revised Sheet No. 8.744

(Continued from Sheet No. 8.743)

AKSTIBLY RATE.

Facilities

Paul in full Idomity are recer-

10 years payment option: 1.3-41 2025 of local most make tool \*25 spars payment option: 40040 2.42% of total work codes

904.

 High (10) ten and (20) twinty year payment options are closed to now service, and are only available to the duration of the term of service of those customers that have fully executed a Recrustional Lighting Agreement with the Congress before Limitary (c. 2001)

Measurance IPE resimined cost of maintaining lighting facilities

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developed solely for this rine

Ultrage Per Month! Company's otherwise applicable general service rate schedule:

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mental degree

## MINIMUM MONTHLY BILL

As provided in the otherwise applicable rate achedule, plus the Facilities Maintenance and Billing charges.

(Continued on Sheet No. 2 745)

Issued by: Illiam Cahen, Acuter Director, Hamilton's Balan, Cost of Service and Systems S. F. Romer, Director, Bules and Cariffur Effective: January 1-2018

Link Sixth Revised Sheet No. 8,745 Cancels 1910 Searth Revised Sheet No. 8,745

#### / Continued from Start No. 1 \*44)

## **EARLY TERMINATION**

If the Contract no longer window to receive senses under the substate the Company transmit the Receivement Lighting Agreement by giving at least (90) entering days advance window effectively transmit or only temperature of service, the Universal that pay at amount computed by applying the following Tentituden Factors to the institled cost of the bestides based on the year invitable that Applying the following Tentituden Factors will not apply to Universal with elected to pay for the healthcase a large soul in factor is a mortally payment.

FPL invy days change the Connector for the cost to the utility the varieting the facilities.

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## WILLIAM DAMAGE.

in the count of willful damage to these factories. PPL will provide the introd report of each immilied from it to expense. Upon the second occurrence of willful damage, and subsequent prostrome to these IPL-owned factories, the Contents will be responsible for the conflict programmer.

#### RULES AND REGULATIONS:

Service under this schedule is subject to redeas of governmental bodies having jurisdiction and to the currently effective "Jessena Gales and Registrations for Eastern Service" on Site with the Florida Public Service Committation in case of conflict between any provision of the schedule and main "Linearat Rules and Registrations for Exercise Service", the provision of this schedule staff apply:

Issued by: Illiam Cohen, Seasor Director, Regulature Kotes, Cont of Service and Systems S. F. Romin, Director, Rates and Turilly.

Fifective: January 1,2616

Twenty-Joseph 18th Revised Sheet No. 8,750 Capterly Twenty Fourth Danniy Daled Revised Sheet No. 8,750

## STANDBY AND SUPPLEMENTAL SERVICE

## AATE SCHEDULE - SSEA

## AVAILABLE

in all security and the manufacture of the consideration of subminerative and subminerative and subminerative of the consideration of t

#### APPLICATION.

For electric service to any Customer, at a point of dalivary, whose electric service requirements for the Customer's load are supplied or supplimented from the Customer's generation equipment at that point of service and require standby and/or supplemental service. For purposes of determining applicability of this nate schedule, the following definitions shall be used:

- (1) "Standby Service" means electric energy or capacity supplied by the Company to replace unergy or capacity ordinarily generated by the Customer's own generation equipment therap periods of other scheduled (maintenance) or unscheduled (backup) oranges of all or a portion of the Customer's generation.
- (2) "Supplemental Sentice" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Customer's own generation equipment.

A Customer is required to take service under this rate schedule if the Customer's total generation capacity is more than 20% of the Customer's total electrical load and the Customer's generators are not for enurgency purposes only.

Customers taking sowice trade this rate schedule shall enter into a Sharily and Steplemental Service Agreement ("Agreement"), however, failure to except such an agreement will not per-empt the application of this rate schedule for service.

## SERVICE

Directions, 60 facts, and at the available standard votage. All service applied by the Company shall be formulated through one contrary point. Result of action is not permetable results:

Transformation Rider - TR, Short No. 8 820, does not apply to Staniby Jerreur.

## MONTHLY RATE.

STANDBY SERVICE Delicity Voltage	SNT-I(DI) Biston Sto KW	Fiction 69 KV SST-1(T/2) 500 to 1,000 EW	88T-1(D3) 2.000 I.W. & Alson	SST-1(T) All Lends
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Dudy Demand Clergy gor kW by sach doly mercents On-Pool Shouldy Demand	Name of	4		14-110,72
reciti () and in the pro-	- Company (1994)			
	our order file	or/sc 4.750)		

Isound by Tiffany Cohen, Semon Director, Regulatory Rates, Cord of Service and Systems Effective dummer 1, 2011

Cancels Thirtieth Twenty Nindh-Revised Sheet No. 8.751
Cancels Thirtieth Twenty Nindh-Revised Sheet No. 8.751

(Continued from Short No. 8.750)

Non-Fuel Energy Charges Base Energy Charges

Emmand Chapt Sac Floor No. 9 (Ma)

Additional Charges

Food Charge See Shart Mr. 8.030-1

Strate Civilian Feet Short No. A 610

Socialing Admitters seeing Share No. 9 (90) for additional ambiguite function

Minneser: The flass Charge plus the Base Denumb Charges

#### DEMANDICALCULATION:

The Demont Charge for Statethy Service shall be (1) the charge for Detailation Demont glas (2) the greater of the stan of the Daily Demont (Charges on the Securition Demont Charges times the constraint On-Feak Standby Demont settailly registered during the trivial glas (3) the Reservation Demont Charge times the difference between the Central Standby Demont and the maximum On-Feak Standby Demont country registered during the month.

## SUPPLEMENTAL SERVICE

Supplemental Service shall be the total power supplied by the Company minus the Shardby Service supplied by the Company through the same inchange period. The charge for all Supplemental Service shall be calculated by applying the applicable rotal rate schedule, code fing the substance (Long charge).

## RATING HERILIOS.

Do-Pink

1

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1

Newcorder I through Murch 31, Montess through Follows during the lease from 6 a.m. [55] to 10 a.m. [55] and 6 p.m. [55] to 10 a.m. [55] to 10 a.m. [55] and 6 p.m.

<u>Parti I Strongh Dickober 31</u> Mondaye through Fridaye during the fourt from 12 noon <u>LAT</u> to 9 p.m. <u>LAT</u> according Memorial Day, independence Day, and Laker Usy.

Off-Ped:

All otter boom

## CONTRACT STANGS DEMAND.

The lives of Constitut's greatation requiring Standay Stretce as specified in the Agreement. This Contract Standay United by the Despecial of the floor floor the transform lead actually surved by the Constitute period for the contract specified as the Contract's lead which would not have to be served by the Company in the expect of an estimated and floor Contract's greatation propagate. For a Contract receiving only Standay Service as identified under Special Programm, the Contract Standay Standay Deviands and Standay Deviands and Standay Deviands of the Contract special or prior II moved period.

A Customer's Contract Boardly Committing by re-conditionable allow for the following agreement.

 Demand reduction meeting from the considerant of PPL Demand Side Management Measurem in PPL Research Project —efficiency requires; or

(Communition Short Sty 8-752

Jesued by: Tiffany Cohen, Senior Director, Regulatory Rales, Cost of Service and Systems Effective: January 1, 1021

Cancely Funrth Hotel Revised Sheet No. 8.752

## (Continued from Shart No. 8.751)

- 2 Depend reduction coulding from the installation of other parameter and quantitable afficiency massives, upon verification by EPL; or
- Perconant changes to construct facilities that result in a purcouncil loss of cleaning land, including any field substitutes containing at parameters), unless of electricity architecture, approximation by FPL.

The re-colablyded Contract Shortly Deposes shall be the largest of the actual Contract Standby Demost extended in the west belong period following the Contract Standby Demost standard demost reduction. Requests to constitute the Contract Standby Demost can be calculated demost reduction. Requests to constitute the Contract Standby Demost can be processed up to tend per calcular your when more than you efficiency requires a mobiled to where the same efficiency requires annialled to where the same efficiency requires annialled to place.

## STANDSY DEMAND:

When the Costomer's generation is less than the minimum normal operating feed as specified in the Agreement, the Standing Demand is the lesser of (1) the Costomer's found primes the Costomer's lead being served by the Costomer's generation, but not less than zero, or (2) the level of Demand living supplied by the Company.

## DEMAND:

The Demand is the kW in the passent whole kW, as described from the company's accuping supergream and assume, for the kements provid of the Contract's provide use drawing for worth in adjusted for proving factor. Some for the ke-th-matrix which is ke-substanced by the Company's copy of the material appropriate for a 37 material sympost as also and for grown factors.

#### TERM OF SERVICE.

Not less than five years. The Customer shall give the Company at least five years written notice before the Customer may transfer from service under this rate schedule to an applicable rotal rate schedule. Transfers, with less than five years written notice, to an applicable rotal rate schedule may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company's other nateguyers.

#### SPECIAL PROVISIONS:

The Customer will allow the Company to make all necessary amogements to motor (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the especity and energy supplied to the Company by the Customer's generation equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintenance costs incorned by the Company for the metering equipment required in (2) and (3) described above. The Company shall retain ownership of all metering equipment.

Where the Customer and the Company agree that the Customer's pervise requirements are totally standily or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generation equipment provided that where only Standily Service is taken, (1) the Customer and the Company agree to the maximum amount of Standily Service to be provided by the Company and (2) the Customer agrees to and provides to the Company such date and information from the Customer's generating expansion. Born its own materiage as is precisely to permit analysis and reporting of the load and many characteristics. If Startby and Supplemental Service:

## RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies larving persolations and to the currently effective "General Rules and Ragidalanes for Electric Service" on file with the Florida Fulder Service Commission. In case of conflict between any provision of Sits schedule and such and "General Rules and Regulations for Electric Service." the provision of this relation shall apply

Desort No.8.760
Cancels Twenty Numb Dwenty Eighth Revised Sheet No. 8.760

## INTERSOPTIBLE STANDIV AND SLOTT EMPNTAL SERVE B IOWTOWAL)

## RATE SCHEDULE 1987-1

#### AVAILABLE:

In all sections arrived by the Company. Service mide this rate schedule is on a contents by Institute has an ext to the complement of amorphisms to except for implementation.

#### LIMITATION OF AVAILABILITY:

This schedule may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0-Q8, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

#### APPLICATION

A Customer who is digible to receive service under the Standby and Supplemental Service (SST-1) rate schedule may, as an option, take service under this rate schedule, unless the Customer has entered into a contract to sell firm capacity and/or energy to the Company, and the Customer current restart its generation capapinent without power supplied by the Company, in which case the Customer may only receive Standby and Supplemental Service under the Company's SST-1 rate schedule.

Customers taking service under this rate schedule shall enter into an Interruptible Standby and Supplemental Service Agreement ("Agreement"). This interruptible load shall not be served on a firm service basis until service has been terminated under this rate schedule.

## SERVICE

Tilesc place, 60 horte, and at the evaluation channel visitings

A designated parties of the Customer's lead served under this schedule is staight to interruption by the Company. Transformation Reign-TM, where applicable, shall only apply to the Customer's Contract Shoulty Licensed for delivery wellow by his W. Massic of service is not personnel forested.

STANDAY SERVICE Delivery Voltage:	Listinbution Below 102 kV ISSZ-1(D)	Transmance 62 IV & Above ISST-IdT)
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Non-Paul Energy Charges State Energy Charges On-Paul Period charge per kWh Off-Paul Period charge per kWh	#2460 X334 Q1(#1)484	9-7540-927± 
Section Section 50 Section 2000		

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2021

Seventh Fighth Revised Sheet No. 8,761 Cancels Seventh/South Revised Sheet No. 8,761

(Continued from Short No. 8,760)

#### Additional Charges

First Clarge Sep Clare No. of BM 1

Server Surga Say Floor No. 4 646

Franchise Fee See Show No. 8 011032

Tax Claim See Short No. 8 045 See 1930 in Adaptive to service, Seed No. 8 000, for 1048 and proposition deposi-

Minimum: The Commontaine Durgo plus the Base Dement Charges.

## DEMAND CALCULATION.

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Distribution

(1) the sharps for Distribution Demand PLUS

Firm Service -

- (2) by the greater of the sum of the Dady Him Standby Demand Charges OK the Reservators Fitte Standby Demand Charges times the Innominal Co-Peni. Fitte Standby Demand actually experient doing the month FLLS.
  - b) the Roserration Farm StarsBy Danned Charge trans-the difference between the Contract Firm StarsBy Dement and the interment On-Pask Him; StarsBy Danned around repeated transported through the month PLUS.
- Interruption Service (S) a) the greater of the care of the Dudy Interruption Standby Demand Charge of the Standby Demand Charge times the manuscram Co-Peak Interruption Standby Demand actually experient desired by the nevert PLAS.
  - b) the Recrysters interrupted 2 Startby Demont Chargo times the difference between the Contract interruptable Startby Demont and the maximum On-Fast interruptable Startby Demont actually aggreeted during the markin.

## SUPPLEMENTAL SEXVICE

Supplemental Service shall be the total power supplied by the Company means the Standby Service supplied by the Company through the same mercuse period. The charge for all Supplemental Service shall be calculated by applying the otherwise applicable can actuable, excharge the service supplied to the calculate of the service supplied to the

If all or a perion of a Constant's Supplemental Service is intempelled the Supplemental Service will be provided parameter Service School Control of the Control Service School Control Service Servic

## HITEBRICPTICK:

## intermental Condition.

The Construction of the load served made the resident indicates allocated in the matter of the served of the contract of the c

Francisco, The browney of marrigan will not estand twinty-fine (25) managine periods per yan-

Software This Company with protects and (1) house with some notice or outer to a Continuor point to attornight the Continuor's anternactible found.

Therefore, The therefore if a single partial of interruption will not account six (6) house.

(Continued on Short No. 8 762)

Issued by: Inflan Colon Senior Director, Regulatory Range, Cont. of Service and Sentante N. S. Rannie, Directory, Raise and Tariffe Effective: March 1, 2011

Hurst Lourth Heybod Sheet No. 8,762 Cancels Third Seemal Revised Sheet No. 8,762

#### (Common from Poir to 2, 01)

to the event of an energy, each as a Generaling Capacity Intergrapy (See Definitions) or a importal structure, great industry, because in the last of above time occur. If such an energy deviation the Capacity will be given it is most of social and account of a such as the Capacity will be given it is most of social and account of a such as the second power to fine energy of the event final factors. The Capacity is the social power to fine energy of the such as the Capacity will not be fine energy datasets of most of most on a social of providing restriction of the final confidence of the final confi

## cultural tegonolists

The Company will amongs the intemptible period of the Contempts service for a problem period, ofter period is a immediate period and and the esting particle. Tening purposes include the tening of the minimption engagement to ensure the last to be a tening to the minimate agreed specifications. If the Contempts load has been exceededly interrupted during the previous 12 months, the first obligation will have been min.

The Customer shell be proposed by for providing and maintaining the appropriate opaquiant repress) to allow the Company to destroiny internal the Continues the Continues the Continues and as specified in the Agreement

#### RATING PERIDOR

Os-Perill

New amber 1 through March 31. Mondayo through Fridays during the bosos from 6 p.m. EST to 10 a.m. EST and 6 p.m. EST to 10. g.m. EST pododing Thadespring Day, Clembras Day, and New Yorks Day.

April 1 Street Cycheley 11. Mondays through Fridays during the hours from 12 nove [57] in 9 p.m. [57] exchaling Manneral Day; independence Day; and Labor Day.

C.M. Penk

All volve haves

#### DEMAND

The Control terms LW to the transit who for LW, and A provided from the Company of mining all mining all mining and the Section 18 to the control of Company of the Company

## CONTRACT STANDBY DISLAND.

The level of Customer's load regaring Standby Service as specified in the Agreement. This Centract Standby Limited will not be less than the maximum load actually served by the Customer's generation during the customer towals or prior 23-month period less the sensing specified as the Customer's load which would not have to be served by the Company in the event of an image of the Customer's generating opportunit. For a Customer receiving only Standby Service as identified under Special Provisions, the Customer Standby Demand shall be the maximum load actually served by the Company during the custom meath or prior 23-month period.

A Contentor's Contract Standiny Demand may be re-established to allow for the following adjustments:

- Demand reduction resulting from the installation of EPE. Dominal Side Management Measures or EPE, Research Project officiency measures; or
- Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL, or
- Permanent changes to customer facilities that most in a permanent less of electric load, including any fact substitution resulting in permanently reduced decimient cressamption, upon varification by FPI.

The re-established Commet Steedy Demand shall be the higher of the actual Commet Standay Demand calculated in the next hilling period fall ways the Continue's wither-organic or the prior Continue Standay Demand amount the subulated domand understoon. Requests to be contained the Commet Standay Demand may be processed up to being per added to prior once than one efficiency mounts to establish on where the same efficiency mounts is establish to phase.

## STANDBY DEMAND.

What the Control of generation is less than the company cornel opening level as specified in the Agramment, the Shardly Demand is the lesson of (1) the Contract Shardly Demand manual to Control of Sandy served by the Contract opening applied by the Contract of the level of Demand being supplied by the Contract

#### FIRM STANDBY DEALAND.

The Cosponer's Figure Stantilly Demonal shall be the beautr of the "Farm Standilly Demonal" for its specified in the Community Agreement with the Computer, or the highest Standilly Community Tree large of "Farm Standilly Demonal" specified in the Agreement shall not be exceeded during the operated when the Computer to external the Contoner's local.

(Circlinated on Mose No. 8 Will)

Issued by HRang Colors, Senter Director, Regulatory Raigs, Cost of Service and Systems S. E. Romay, Director, Rates and Fariffs.
Effective: Descender 7, 2006.

math Tanth Revised Sheet No. 8.763 Cancels North-Highlih Revised Sheet No. 8 763

(Ceremond from Steen No. 8, 202)

### INTERRUPOBLE STANDOY DEMAND

The Commer's intemptible Standay Demand shall be the Continue's Standay Demand Loudie Continue's Lynn Maschy Demand.

#### INTERRUPTION PERIOD:

All focus established by the Company during a monthly billing period medical

- the Castemer's load is interrupted, w
- the Contorne is helled government to the Community of Service Discounts

### EXCEPTIONS TO CHARGES FOR EXCEEDING FIRM DEMAND.

If the Customer exceeds the "Firm Standby Demand" during a period when the Company is interrupting load due to:

- Force Majoure overto (see Definitions) which are demonstrated to the satisfaction of the Company to have been beyond the Custoeier's control, or
- 2 maintenance of generation equipment necessary for interruption which is performed at a pre-arranged time and date mutually agroad to by the Compuny and the Customer (See Special Provisions), or adding firm load that was not previously non-firm load to their facility, or
- an event affecting local, state, or national security and space launch operations, within five (5) days prior to an impending launch.

then the Customer will not be required to pay the Charges for Exceeding Firm Demand during the period of such exceptions, but will be billed pursuant to the Continuity of Service Provision.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, then the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

### CHARGES FOR EXCHEDING FIRM STANDBY DEMAND

If the Customer exceeds the "Firm Standby Demand" during a period when the Company is interrupting lead for any reason other than those specified to Exceptions to Classess for Exceptions to Classes for Exceptions to Classes.

- billed the difference between the Reservation Depart Charge for From Standby Demand and the Reservation Dimmed Charge for interruptible Standby Departs for the excess low for the prior start (60) mandle or the number of number for continue has been helled tracker the rate schedule, whichever is low, and
- folial a penalty charge of \$4.141. In year kir of secress kw for each month of ratelling

Excess kwilling and prodify there is decreased by taking the definence between the resources demand than immunion. Period and the Consessor's firm Starsby Dominal\*. The Consessor will see by retailed re-pendited twice by the same, over a kwilly the administration described above.

# THIM OF SERVICE.

Service under this fact: Schoolife shall continue, subset to Limbaton of Attailability, until terminated by citter the Company of the Confirmer upon written to ricc green at least this (3) yours proor or seminative

Transfers, with less than the (3) years' within native, to any how retail air, which the Contener would qualify mento permitted if it can be shown that steak transfer is in the best attracted of the Contener, the Company and the Company's third conteners.

If the contents no longer within to receive electric service in any form from the Company, the Colorest may remark by group flasts (NO days' advance written notice to the Company,

The Company may because arrive under the Mate Schedule or any time for the Company's fallow to comply with the time and excellings of the Line Schedule or the Agreement. Pairs to any send to make the Company shall send the Company and the Company of Line and the Company of Line and the complete the Company's adjustment to comply, The Company was first terminate the company's adjustment before an entire terminate the company's adjustment to company and the company's adjustment at the company and the company's adjustment and principles or fashers and principles of the Company and the Company and the model to subjust for head the Company and the company and the model to subjust for head the Company that the Schedule and tall the Continue make the otherwise applicable from several mate schedule.

### in the eventhal

- scrytocks terminated by the Company for any femolish specified in the signal, or àl.
- the Commer transfers the interruptible person of the Construct's load to "Figur Standby Uniquel" or to a firm or a contribite service rate selectate without providing at least five (5) years actuary written motion or

is destroyed over thrown No. 9 Texts

Issued by: Tiffany Colum, Senter Director, Regulators Reput, Congressional Systems Director, Rates and Turniff Effective: atay 1, 2020

Ninth Tenth Revised Sheet No. 8.764. Cannels NinthNathth Revised Sheet No. 8.764

### (Confirmal firm Shalt 5to 9.763).

- c) Here is a termination of the Continue's country service and, some review (12) mention of each termination of natives the Company varieties a region to re-emilial across of surelar character makes a farm service or cantalable service rate adiabatic, or under the Rate Schedule with a shall from non-terminal to furniserator.
  - i) or wild firm for shown in the Company's service service.
  - (i) make a definent rugse or different ownership, or
  - iii) under other consequences whose effect would be to minute firm demand on the Compute's system without the algorithms (%) years' advance without action.

### they the Cletomer will be

- rehilfed under Rate Schedule SSE-1 for the elector of (a) the steed recent prior state (00) months sharing which the Contention was follow for service randor thin Rate Schedule, or (b) the marrier of recents the Contenter has been follow taster thin taste Schedule, and.
- 2. Indicate permitty change of Na. Adj. All per VW times the number of exception his balled in No. 1 shows times the Commer Standard

### Demark Except as noted below

If service under this schedule is terminated by the Customer the are interest the Customer wall not be established as operated in pure paging 1, and 2, above if

- a. If his best demonstrated to the satisfaction of the Company that the impact of each transfer of service on the secretaries are: effectiveness of the Company's ISST-1 Schedule in it is in the loss intends of the Contours; the Company, and the Company's other contours; or
- the Casterine or required to transfer to mother setal extractionable as a count of Commission Rule 25-6-640, F.A.C., to
- 6. His termination of service tender this Rate Scholede is the result of other the Consense's contag operations of its facility, influent contaging a stablishing similar operations observiors in the Computy's terrical arm, etc.
- d. any other Continues:i) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agrees to take service under this Rate Schoolade and the MW Amand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has how the equipment is stalled and is (an) available for interruption.

In the event the Customer pays the penalty tharges because no replacement Customer(s) in(are) available as specified in paragraph disabove, but the replacement Customer(s) close(de) become available within 12 months from the date of termination of service under this Rate Schodale, then the Customer will be refuseded all or part of the rebilling and penalty ingroportion to the amount of MW obtained to replace the lost capacity less the additional cost instituted by the Company to serve those MW during any load control periods which occur before the replacement Customer(s) became available.

# SPECIAL PROVISIONS:

- Interruption of the Customer's load shall be accomplished through the Company's load management systems by use of control excusts connected deedly to the Customer's systeming opagement.
- The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or renoving Company-owned interruption equipment.
- It shall be the responsibility of the Customer to determine that all electrical equipment to be interrupted in in good repair and working condition. The Company will not be responsible for the regule, maintaneous or replacement of the Customer's electrical equipment.
- The Congress is not required to redular management of the restablishment cannot be accommodify signified.
- 5 Disting under this Rate Schoolide will committee after the installation, improduct and successful stange of the immunition operated.
- A Maintenance of the Costroom's generators egyptiment accessory for the implementation of hard control will not be solvefuled during particle where the Costroomy particle that it would not be what to well-specified the loss of the legact and and continue to anyoning construction.

(Continued on Short No. 8.765)

Issued by: Tiffany Cohen, Senier Director, Remisters Entry, Cost of Service and Systems Director, Major and Torollo-Effective: Major 1, 2020

First Revised Sheet No. 8.765 Cancels Original Sheet No. 8.765

#### (Command from Short No. 8 764)

The Customer will allow the Company to make all necessary arrangements to make (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment to the interroptible load served by the Customer and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the equacity and energy supplied to the Company by the Customer's generating equipment. The Company shall provide and the Customer shall be required to put the installation, operation and maintenance costs instanted by the Company for the matering equipment required in (2) and (3) described above. The Company shall exam ownership of all measure equipment.

Where the Customer and the Company agree that the Customers interruptible service requirements are totally standay or totally supplemental, the Company shall bill the Customer occordingly and not require Company metering of the gross demand and energy custom of the Customer's generating captioners provided that where only Standay Service is taken, (1) the Customer and the Company agree to the maximum around of interruptible shealthy service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is necessary to portrit analysis and reporting of the load and usage characteristics of Interruptible Standby and Supplemental Service.

#### CONTINUITY OF SERVICE PROVISION

In order to minimize the frequency and doration of interruptions requested under this rate schedule, the Company will attempt to obtain miscoustly available additional capacity audior energy during periods for which interruptions may be requested. The Company's obligation in this segand as no different than its obligation in general to purchase power to serve its Customers during a capacity shortage, in other words, the Company is not obligated to account for, or otherwise selfect in its generation planning and construction, the possibility of providing capacity audior energy under this Customers of Service Provision. Any non-fam customers is electing to receive capacity and/or energy which enable(s) the Customers for the Customer's non-fam loads during these periods will be subject to the additional charges set forthbelow.

In the event a Customer elects not to have its non-form load interrupted pursuant to this schedule, the Customer shall pay, in addition to the normal charges provided horounder, a charge inflacting the additional costs incremed by the Company in continuing to precide service. less the applicable class find charge for the period during which the load would otherwise have been interrupted (see Sheet No.8.036). This incremental charge shall apply to the Now-Firm Customer for all consumption above the Customer's Firm Stardby Demand during the time in which the reso-firm band would otherwise have been interrupted. If, for any reason charge study period, this capacity and/or energy is fam) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will cause to apply and interruption will be required for the remainder of such period.

Any Customer served under this Rate Schedule may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 house written notice (not including heliclays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with organized to the Continuity of Service Provision.

# BULES AND REGULATIONS:

Service under this Rate Schedule is subject to orders of governmental bodies having jurisdiction and to the carrothy effective "General Rates and Regulations for Electric Service" on the with the Florida Public Service Commission. In case of conflict between any prevision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

### DEFINITIONS.

Generating Capacity Emergency:

A Generating Capacity Energency exists when any one of the electric utilities in the state of Florida has madequate generating capability, including purchased power, to supply its firm lead obligations.

Force Majorare

Force Majurer for the purposes of this Rate Schululu means entered within the transmible control of the Customer affacted and not caused by the negligence or lack of the diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockeum or offer labor disputes or difficulties, wars, blockades, issuanceitons, riots, environmental constraints lawfully imposed by falcesi, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinety, or similar occurrences.

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

Effective: November 15, 2002

Fourth Fifth Revised Sheet No. 8,800 Cancels Fourth Hand Revised Sheet No. 8,800

### ECONOMIC DEVELOPMENT RIDER - EDR.

### AVAILABLE

# Intil leasened period

This Rider is available for boal associated with annual permission service to new enablements or the opposition of outsing establishments. Service trade the Riche is limited to indicate the make approximate to the Company or a species make the Riche and the contract of the Riche and Ri

listual application for this Rider is not available to editing head. However, if a change in ownership occurs often the Customer remember the service under this Rider, the uncrease Customer may be allowed to fidful the believe of the contract ender Rider EDR and common the activities of cerebra outloand below. This Rider is also not available for sensoral of service following intermisions such as expansion failure, temporary plant shouldown, artile, or exposure condition. This Rider is also not available for load should form one condition on the Florida Power and Light system to another on the Florida Power and Light system.

The hoad and employment requirements make the Riches must be achieved at the same delivery point. Additional increasing separation may be employed to spatially for this Riche. The Commun's Service Agreement makes this Riches must include a description of the amount and nature of the local being provided, the mustice of fulf-time july exactless, and documentation configure that the availability of the Economic Development Riches a significant factor in the Contomer's location propagation decision.

#### LIMITATION OF SERVICE

The Company reverses the right to limit applicances for the Richer when the Company's Economic Development expenses from this Richer, the Property Fundity Economic Development Richer (EFEDR), and other sources exceed the maximum assessed allowed by PPSC rule 25 o 0426 F.A.C. Service under the rider may not be combined with maximum are subsidiles, other because transitive pitters or annalyzed units service under the EFEDR after account. 2022.

### DEFENTIONS:

New Load. New Load is that which is added to the Company's species by a new conditionment after some conditionment. New Load is the not incremental load above that which constrainment to approve for service under this Rider.

# DESCRIPTION.

A credit based on the percentages below will be applied to the base demand charges and base mergy charges of the Castomer's otherwise applicable rate schedule associated with the Castomer's New Load.

Year 1 - 20% entection in base dispard and energy charges\*

Year 2 - 13%

Yest 7 - 10%

Your 4 - 5%

Year 5 - 9%

\* All other enterpres and other control of the cont

(Comment of Sharr No YEAR)

Insued by: Jilliany Cohon, Section Different, Regulatory Rides, Control Section and Sections 8-1. House, Discount Rolls and London Difference, July 36, 2013

Third Revised Sheet No. 8.801 Cancels Second Revised Sheet No. 8.801

(Continued from Shoot No. 8 800)

### TERM OF SERVICE:

The Customer agrees to a five-year contract term. Service under this Rider will terminate at the end of the fifth year.

The Company may terminate service inder this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: 1) maintain the local of employissed specified in the Customer's Service Agreement and/or 2) parchase from the Company the amount of load specified in the Customer's Service Agreement may be considered grounds for termination.

### PROVISIONS FOR EARLY TERMINATION:

If the Company terminates service under this Ridar for the Customer's failure to comply with its previsions, the Customer will be enquired to reimburse the Company for any discounts received under this Ridar plantations.

If the Customer opts to terminate service under this Rider before the turn of service specified in the Service Agreement the Customer will be required to minitize the Company for any discounts received under this Rider plus interest.

### BULES AND REGULATIONS.

Service under this schedule is subject to orders of governmental bodies having paradiction 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 shall apply

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

Effective: March 7, 2003

Original Short No. 8 802

# DESIGNATION OF A DAMPHOR RULE - LABOR SOR

# AVAILABLE:

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# hall measurement.

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### LIMITATION FOR SERVICE

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(Ciemas - Stong No. 8 867.1)

favored by: I Blance Calein, Senior Director, Regulatory Rates, Cost of Service and Sections.

# FLORIDA POWER & LIGHT COMPANY Original Sheet No. B.802.1 (Commettion Start No. 8 802) PROVINCENS FOR EABLY TERMINATION If the Community companies secure gaths that Roller to the Lower is folker manually with the provisions the Continuer half the properties the Continuer for any Associate species that folker than the properties. H. Mg. Antonor cris to permitted now my maker than State, Solids the former physics as mortifically the States, Assumed the Contract will be presented in which side the Computer for one discount medical track that the physical medical in the contract of the state of the contract of the state of the contract of the state of the s BULES AND RESTAURANCES Service made the extended in these of programment below former marketing and to the appendix officials a Vision that had not be greatered to Vision for the support of the service of the substance of the support Fires are Regulations for Clarent Service of the constitution of the substance of th

Issued by: Tilliam Cohen, Senior Director, Regulatory Bates, Cost of Service and Sestema Effective:

Original Sheet No. 8-805

# PPE ATAIN STREET RECEASING CRETHT PROGRAM SHIER.

# AVAILABEIG

### In all torrenevous year

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# TURAIS OF SERVICE

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The program beautiful December 21, 2022.

# HATES AND PERCENT ATTIONS

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FLORIDA POWER & LICHT-COMPANY.....

Female only Married Revised Short No. 8810 Courses This trees of Observation Revised Short No. 8810

# DEMIANDADE MANAGEMENT ADJUNTMENT BUILD (DIMARI) Mottotta and topic to and by the comme ADDITIONAL ANALYSISTES Googles of the contents by a climate manus bracks relead to a applicable SAN income. To extract the payority of instant n, 191, maine dei spiliales 1931 manne digita fin he 1946 de sambel seine a perput perut per i and the commence of the planting with the Pale of the Market and the State of Secretary and State of Secretary and Secretary and State of Secretary and Secretary VISIA - Amore Service Con. of Ta. 600 April ONLY - Secret Control Description of Child (CO. 1000a) (2017) I Company Company Descript Time of L. ON 1 CONTRACTOR OF THE PARTY OF DHI D-2 Chemis Setting Large Decemb (2000 hor vs. The street will be a GREAT A STATE OF THE PARTY OF THE PROPERTY OF THE PARTY O CST-5 Turning Service Time of Day (2000 Date) High Lond Frame Transpillion (2), 400 for 100, 100 (400 for mat 2000 for ) Server By Francisco Commission and Server Burker Designed Color (COM) and published to Kilometer Server had be summed by the EDS are bring and Continue that take a rose to be to be will not be placed to establish an automorphism. processing up to a higher demand requirement care constitute Comment of the second of the second of the explaints of the second of th decard regarded as a fixed mode of the modellane of one or more applicable CAM presents. If a contract is used whether I formed as Now the extensive of the name of the top of the production of the quality are extended for the top (17) are unity in the top of the production of the produc As all trade to explority introducts. Constitutions of reference and the fall transmitted potential for the 45511 And A A A Section of the sections of the following the company of the section of the first of the section of th Declaration of the Company of the Co The product of the first state of the first state of the first state of the contribution is the first state of the first state The PROPERTY AND ADDRESS OF THE PROPERTY OF TH A SECTION AND ADDRESS OF THE PARTY OF THE PA BULLET STREET, TV LAND the color of greenworth transferring products and a the country attentive Housel than one Regulation for Dispute Nation of the page the Private Private Community for any of could be a set on produce of the combined by a set before the private of the combined by th

Sixteenth Seventeenth Revised Sheet No. 8,820 Camerly Sixteenth Howards Revised Sheet No. 8,820

# TRASSFORMATION RIPHR-TR

### AVAILABLE

in all services unvasioned

# APPLICATION:

In conjunction with any commercial general search or industrial rate schedule specifying delivery of service at any available standard voltage when Cintomer takes service from available primary lines of 2400 volts or higher at a single point of delivery.

### MOISTBLY CREDIT

The Company, at as option, will eather provide and marginin finalities or a war affect to the carried that would be provided in the load were served at a secondary voltage from transformers at one location or, when Contours furnishes transformers the Company will allow a monthly credit of horizont [New York Follow Demond. Any transformer expansity required by the Contours of that provided by the Company becomes may be remain by the Contours at the Company's standard remaining.

The credit will be deducted from the monthly full as computed in accordance with the provinces of the Monthly Kate section of the applicable feater Schedule before application of any discours or adjustments. No monthly full will be rendered for an amount less than the minimum monthly bill called for by the Agreement for Service.

# SHOCIAL CONDITIONS

The Company may change its primary voltage at any time after reasonable advance notice to any Customer receiving credit bereunder and affected by such change, and the Customer then has the option of changing its system so so to receive service at the new line voltage or of accepting service (without the benefit of this rider) through transformers supplied by the Company.

### 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 Tilliam Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: Amount 1, 2017

### Seventy Second Third Revised Sheet No. 8830 FLORIDA POWER & LIGHT COMPANY Canarla Sevents Second Seventy First Revised Sheet No. 8.800 REASONAL DEMAND - TIME DELISE RIDER - SOTA TENTRONALI BUNG SOTE AVAILABLE STOR APPLICATION: For clothe, service required for communications of service or architectular process and any other propose with a measured formatt in except \$673.1W. This is an optional two available to continue otherwise served under the GSD-1 GSD-1, GSD-1 2 or UKLOT 2 Rate Scholates. Single or Bose phase, 60 begin and at any available standard voltage. All service required in practice by Customer shall be flamshold in agriculture. one meter Roule of service is not permitted between MONTHLY BATE OPTION A: Non-Samonal Stanfard Ratic SDTR-L SDIE-I SUTE-2 Assend Masenum Denied 2175-499 KW 500-1-000 FW 2,000 kW regresser 534 1878 1T \$700 may 3.7 STREET, STREET, Committee | Doc | Date: Daniel Clarger. Seasonal On-post Demand Charge \$11-1210.02 \$14 × (2.2) 3121017.15 Par kW of Sesemblin-peak Denned 10.65 Sources Montage Demont Change 50.50 Non-Soporal Demand Charge 59-8510.35 \$11.0017a2 X12-4511.73 Per kW of Non-Seasonal Maximum Denning Construction Charges See Street No. 8,540 Energy Chargos Base Saucaul On-Pedi 9.830) THE STATE STREET 4,0525 (5%) Per kWh of Sessonal On-Pask Imagy Hase Seasonal Off-Peak 1. JULY 3884 + 3441 525p 6-3361-75W Par k90% of Sensional Off-Fee Image 12541 8319 added midd Base Non-Sewond Energy Charge ADDRESS. Per With of Non-Sewerni Emmy Design No. of Street Additional Chargest See Short New Addition Fried & Barrier September 1991 - Start Start Add Spy Billion, Advantume tectural Mant Stor SSPS, for earliered architects.

Issued by: Tilling Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2021

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Issued by: Tilliany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2023

First Revised Sheet No. 8.832 Cancels Original Sheet No. 8.832

### (Command from Short No. 8 834)

# CONTIAL MAXIMUM DEMAND

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# SERVINAL COMPLAK HISTANDA

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#### SEASONAL ON FEAK ENERGY.

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# SEASONAL UFF-PEAK ENERGY

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### NON-SEASONAL ENERGY (OPTION A):

The kWh consumed during the billing months of January through May and October through December.

### NON-SEASONAL ON-PEAK ENERGY (OPTION B):

The kWh consumed during Non-Seasonal On-Feak Period.

# NON-SEASONAL OFF-PEAK ENERGY (OPTION B)

The kWh consumed during Non-Seasonal Off-Peak Period.

### TERM OF SERVICE:

Initial term is one year with automatic, successive one year extensions unless terminated in writing by either the Company or the Customer at least minery (90) days prior to the expiration of the expiration of Service.

### TERMINATION PROVISIONS

Customers terminating service before the end of their current Term of Service shall be rebilled under the otherwise applicable rate for the lesser of 1) total period of time in which service under the Seasonal Demand Time of Use Richer was taken or 2) the most meant twelve months. Customers terminating service under the Seasonal Demand Time of Use Richer shall not be eligible to receive service worker the Richer for a period of months remembe.

### RELES AND REQUEATIONS

Service under this Riche in subject to endure of governmental health having participation and to the convents officers of Committee and Regulations for Electric Service of the Service Contraction for the service of this Single and Service and Regulations for Electric Service of this provisions of this Sider shall apply

Issued by: Hittan Union Senter Director, Resistatory Rates, Unit of Service and Mutana, S. E. Roming, Director, Bastes and Varifficative: Judy 20, 2008

First Revised Sheet No. 8.845 much Original Sheet No. 8.845

# SUPPLEMENTAL POWER SERVICES RESERVED.

### WATE SETTEDULE ORDER

# AVAILABLE

In all service served. This optional rider ("Rober") is available on a voluntary basis to Continuous who disser as alternative source of power tappit, and/or power conditioning service ("Service") in the overt Customers' normal electric supply is disrupted. This flocks shall observe as December 11, 2023 have power beautiful obtained as all the powers are vertically by approved of the PSC. No new Optional Supplemental Prover Services Agreements may be exceeded following the expiration of the Rober Service makes this Rober shall shall be provided under the terror specified in the Optional Supplemental Power Services Agreements that are outstanding as each time as the Rober repress.

### APPLICATION:

Service is provided through the installation of equipment by the Continues at the Customer's promise, the purpose of which is to meet the Customer's requested scope of Service. In order to meet the Service need identified by the Customer, the Company will conduct an evaluation of Customer requirements and of potential solutions, including the potential need of a detailed professional engineering design through a feasibility study. The Company and the Customer may then the execute a Residential or Non-Residential Optional Supplemental Power Services Agreement ("Agreement") which must include a description of the equipment to be installed, the Service to be performed, and the monthly charge for the Service Upon receipt of the proposed Agreement from Company, the Customer shall have no incredit that mostly (NO) days to execute the Agreement. After 90 days, the proposed Agreement shall be considered expired, unless contraded in writing by the Company.

Service would be at the Contorner's request and is not considered by the Company to be usual and easiermery for the type of installation to be served.

### LIMITATION OF SERVICE:

Installation of Service ogapment shall be made only when, in the judgment of the Company, the location and the type of the Service equipment are, and will continue to be economical, accessible and viable. The Company will own, operate and maintain the Service equipment for the term of the Agreement.

The Company may, at its option, provide and maintain egalpment required by the Customer beyond the point of delivery for standard electric service. In the event that Company agrees to a Customer's request to connect generating equipment on the Company's side of the billing meter, energy provided by such equipment will be billed under the Customer's otherwise applicable general service rate advantage.

# MONTHLY SERVICE PAYMENT:

The Company will design, procure, untail, own, operate and provide maintanance to all againment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly billing determined under the Costomer's oftenwise applicable rate schedule and any offer applicable oberges, and shall be calculated based on the following formula:

Monthly Service Payment - Capital Cost + Expenses

### Where

Capital Cost shall be invested over the term of Server based upon the extraord trendled cost of agreement terms a corpy of cost. The control of capital, reflecting tracers updied decimes and most recent FFSC agreemed most no concern equity.

Any explanation contain expected to be incurred disting the term of Service will also be included. Any equipment installed by the Computer that is not received to support Services to the continue shall not be included as the Monthly Service Payment.

Except for find expenses, projected expenses will be programed on a level/and have over the term of Service and may include for non-find operations and manufactures expenses associated with the installed equipment, administrative and properly expenses, dependently expenses, are properly toos that will be recorded as code are an expenses.

(Creating in Shed No.8.846)

Issued by: Tillany Cuben, Senior Director, Regulatory Rates, Cost of Service and Systems Director, Rates and Tariffo-Friedric: Augustia J. 1929

Original Sheet No. 8.846

(Continued firm Short No. 8.845)

First expected field costs, and will be recalculated annually for the following 12-month period based on forecasted operating parameters and expected field costs, and will be in addition to the Menthly Service Payment. Field expense will be based upon an estimate of the cost of field costs and in back-up operation and testing and also includes, but is not limited to, delivery costs, amentory costs, administrative expenses and taxes applicable to Company's sequisition, strings and delivery of the field. Actual field expenditures will be reconsided to prejected field revenues annually and any differential will be incorporated into the following twelve (12) month field charge component.

# REVISIONS TO MONTHLY SERVICE PAYMENT.

In addition to annual revisions to find expresse, when applicable, during the tens of the Service, the Monthly Service Payment(s) may be adjusted, by agreement of both the Customer and the Company, to reflect the Customer's request for modifications to the Service and equipment specified in the Optional Supplemental Power Services Agreement, Modifications accounted, but are not limited to, equipment modifications recessitated by changes in the character of Service required by the Customer, requests by the Customer for supplemental equipment or services, or changes or increases in the Customer's facilities which will materially affect the operation of the Company's supplement.

### TERM OF SERVICE:

The term of Service will be specific to each Optional Sopplemental Power Services Agreement.

### BUILES AND REGULATIONS:

Service under this Rider is subject to orders of governmental bodies having jurisdiction and to the cumority efficience. General Roles and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rider and said "General Roles and Regulations for Electric Service" the provision of this Rider shall apply.

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: September 3, 2019

Fourth Fifth Revised Sheet No. 8,900 Cancels Fronth Haird Revised Sheet No. 8,900

#### Unisting Facility Expresses Davidson of Bullet - CPTDR

# AVAILABLE

# In all bearing property.

This Bider is available for the cotablishment of New Lond in Commercial by Indiannal space that has been yourse for more than no receive. Survive sector the Ricks in Institut to Continuous with a measured deposed of it least 350 kW and who create at head 40-13 new RE-time jobs per 350 kW, who and a application to the Commercial and the Ricks of the William to the Commercial and the Ricks of the William to Commercial and the William to C

Initial application for the Rider is not smallable to existing lead Humaner, of a change in eventually occurs after the Conference comments for service under the Rider, the supposes Conference may be allowed as lidfill the behavior of the contract under Rider EPEDR and extensive the achorists of credits outlined below. This Rider is not available for removal of contract following intemptions such as equipment fallow, respectively plant strategies, or aftion. This Rider is also not available for lead shafted from our analysis beautiful point or delivery plant on the Electric Power and Light system.

The local and amplityment requirements make the Raher must be achieved at the same delivery point. The Costonia's Service Agreement sealer this body must include a description of the amount and nature of the local being provided, documentation yieldying that the unablitably of this order is a significant factor in the Costonia's location densities, and yieldstone that the Costonia has no affiliation with the present secrepant.

# LIMITATION OF SERVICE

The Company reserves the right to large applications for this Rober when the Company's Economic Development expressed from this Rober to Economic Development Right (EDR), and other storages exceed the practices amount affected by FPEC right 23-1,0426 F.A.C. Survey endoy this rider may not be combined with non-firmant substitute other turning amounts and on or combined with service ander the EDR.

New service requiring installation of adultional facilities may require treatlely or animal guarantees, each contributions in oil of communities, under advances for construction.

# DETENTION.

New Load. New Load is that which is authorized after two to 2014/2 many 1, 2022 in Commercial or Indianical space that has been viscost for more than at more than at implement for arrive under this Ride. Verification of vacuum will be conducted by conferce of our manufactured that the first period in species.

### DESCRIPTION

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Year 1 = 29% induction in base demand and energy charges? Verr 2 = 20%

Vest 3 - 15% Vest 4 - 10%

\* All offer charges and almost an extended an extended by Lorent on the Colleges is offered applicable one. The otherwise applicable rate into the entire stage of the influence (ASI) 1, (ASI) 1, (ASI) 1, (ASI) 1, (ASI) 1, (ASI) 2, (ASI) 2, (ASI) 3, (ASI) 3, (ASI) 4, (ASI) 4, (ASI) 4, (ASI) 5, (ASI) 5, (ASI) 5, (ASI) 5, (ASI) 6, (ASI) 6, (ASI) 6, (ASI) 7, (ASI) 7, (ASI) 7, (ASI) 7, (ASI) 8, (ASI)

### TERM L'E SERVICE

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# BULES AND REGULATIONS:

Service under the collected is entigen to orders of governmental broken howing considering and to the entirety officient "General Radio and Ragnismens for Electric Service" on the soft the Florida Public Service Commission in one of conduct between our provision of the substitute and soft "Limited Radio and Regulations for Electric Service" the provision of the schools studiedly the

Louised by: Lifture College, Sense Objective Reputation Rates Could Section and Systems 5. Ranning Director, Rates and Tariffly Effective. July 26, 2014

Original Short No. 8.901.

# SAMALE ROSESTION BUT ENTERNING THE REPORT SHIP.

# AVAILABILE.

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# AFFERTABILITY

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- Vent 2: 18% reduntar is bein demand and hour arange distance.
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- Year 4 Waynsteam in boar demand and trees cioney changes
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### TERM OF SERVICE.

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Issuid he: Tillany Cultin, Senior Discrim, Regularity Rates, Cost of Service and Sentons, Effective: January 1, 2022

### DORDA POWER & DIGHT COMPANY

Original Sheet No. 8 902:

# COMPLEM SETTEMBER AND TEXT OF SELECT SERVICE S

# SYAD ABULE

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The analytima load and opposition resulting terms under this Rider cross be achieved at the same delivery poundadium of moreous comment may be required for service under the Rider.

# APPLICABILITY

All forms and conditions of the same tarrier which the Conjumes takes were to amount agricultae except that the Conjumes is bottom until the contribution of account a property between larger and the complete except that which is which in which an acquired and initial agrees, or the past momental hard above that which except poor to approve the second ender that other.

If a change in conversing occurs through the Term of Service inviter this legits, the successor Chalceter may be altered to fulfill the bulgace of the armone automorph under the Roder.

### (NCTOTTVES)

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- Ten E. Perediction in the domest and being onesy alterne.

# Outsitime Loads -

- (A) Codd/yete haid to jet be at lost 350 kW, as determined by the Common.
- T21. The Continue must provide an affidacit original the limits of 25 fall time combovers
- (ii) The Customer must provide an affiliary it confront that the wouldness of this lone eacher is a negotic on factor in the Customer is declared to be part left;

# HOW SERVICE

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# WALES AND REMAIL ATTEMS.

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Insured by: Tiffany Union, Senior Director, Regulative Rates, Cost of Service and Systems.
Effective

Original Sheet No. 8,903

# LARGE PUSPORES INCOMPLY BUILDING BUILDING AND ACTOR

### WYAIDABILD

The Rife Stude is at all bible to these contenter with an existing contact in place grant to longery 1, 2022.

The most from Keyl and empire most reaggregates under this Rider mass he reduced in the most delivery point.

Additional network commissions have be consisted for service make this Right.

# ARREST ADD 111

All terms and conditions of the rate includ which the Content toom service remain aminostic, except that the Contents in believe will be unstituded by the incenture precised below becaming with the communication of service partition to this Rate. New Load is that which is added two connection of social activities in the last manes and lead above that which having a province in account for service poder the rate.

If a change in protecting secure during the Term of Service sealer this fields: the recessor Districts may be already to fulfill the full stage of the service autocommunities that blade:

### INCESTIVES:

Ephone to coveriously with the forms and conditions beread, the full-broad credits will be under to the base Americal charges and have covered a further the solutions.

- Year 1 HPs-requisition to found summed and trace course therein.
- Visit 1 45% reduction as have demand and base among changes
- Year 3 50% reduction in how domaind and have comply characters.
- You 4 12 Enhance in Installment and from goings the
- Year 5 this reduction in time demand and have emergy charges.

# Dollarou Louds

- (1) Outdooring hard must be at least 1/000kW, at determined by the Company.
- (2) The Continue must percolate as a District verifying the latest of \$0.000 stens among easy.
- FIL. The Contrast must discontinue only carried an extract of all local \$1,000,000.
- (iii) The Comment and provide on without contribution for the multiplity of this Refer Index is a configuration for Comment advances to require a service.

# TERM OF SERVICE

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# BULES AND BUILD ATMER

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brused by Tiffam Colum Sender Director, Begulatory Rates, Cost of Service and Systems.

Original Short No. 8,564

EXTRALLARGE BUSINESS INCENTIVE BUILD - BIDER MISSE (Classification)

### AVAILARILL.

This Rose Wider is available to those customers with an existing contain to place prove to January 1, 2022.

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- San S., 17% reduction based months of hear many chetter.
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### Children Lords

- (1) If the dyest find mad by at least 5MW, as determined by the Company.
- (2) The Common country wilds an efficient very bring the forming of 10 Adj-some employees.
- (2) Dir Stammer David demonstration user autobal actividance (U.A. Israel \$1,000,000).
- (4) The Circleton made provide an affichent configure and the applicability of the three fitting in a month and factor in the convenient a decision to request service.

# THOROUGE SURVICE.

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### RULES AND RECEIVED ATTOCSH

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Issued by: Tilliam Cohon, Sooier Director, Regulatory Retes, Cost of Service and Systems. Effective:

First Revisual Short No. 8,910 Unoccia Original Short No. 8,910

# Communication and Service Rider

### RATE SCHREETER CONS. ).

### AVAILABLE

in all temperature enveloped

The Radic is equilable, of the Company's option, to communicated centuries currently taking firm service, or qualified to take firm service, under the Company's Rate Schedules applicable of lauds of I MW or gooder. Consomers destring to take service tasker than take must make a synthet request stack request shall be subject to the Company's approval, with the Company under no obligation to grant service under than other. Results not permanent

This told will be closed to further subsception by displain continues when order of the following conditions has popularly told contact to the subsception of the following conditions has popularly subsception of the contact of the subsception of the content of the subsception of the removal of critical bulk of the Florida Police Service Commission ("Commission") at any latter upon good come toping been shown by the Commission ("Commission") at any latter upon good come toping been shown by the Commission.

The Company is not sufficiently by the Commission to offer a CSA under the rate schedule in order to shall existing load currently being served by a Florida elastic stellay primate to a neitFrant schedule on file with the Commission away from that utility to the commission.

### APPLICABLE

Service provided under this optional rules shall be applicable to all, or a portion of, the continue's existing or projected electrosters as parameters which the continue and the Company have determined, but for the application of this rides, would not be our well by the Company and which effects opacities for such service under the terms and conditions are both harder ("Applicable book"). Two categories of Applicable hand shall be recognized flattened Load (continue leaf at an existing (Carton) and New Load fall other Applicable Loads).

Applicable Load to the second bound is supplemental about a terminal level of demand determined from the following promises:

New and Kitsuped Load. 2 MW of granifest, propaged formali.

# 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:

- Legal attentation by the customer (through an affidovit signed by an authorized representative of the customer) to the effect that, but for the application of this rule 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 uninfaction that there is a visible lower cost alternative (excluding alternatives in which the Company has an ownership or operating interests to the customer's taking electric service from the Company, and
- 3. In the case of an existing continuer, an agreement to provide the Compute with a recent group such of the contentes' a thousand facility which provides sufficient dutal to provide reliable cost and benufit information on energy afficiency improvimental could be used to exclude the contents' a cost of margy in addition to any discounted printing port deel used: this rule.

(Command on Short 9.920)

Issued by Efficie Copen Senior Director, Regulatory Rates, Cost of Service and Sentence S. C. Bennin January, Balantini Solvence, 6,341.4

First Revised Short No. 8,920 meets Original Short No. 8,920

(Comment from SSant 8 910)

### DESCRIPTION:

Morthly Charges

Orders appropriately record or this rides or written the CDA, the dissiper associated for service shall be these found within the otherwise applicable rate advantages.

Additional Session Classes Charges

\$250 / month.

Base Demand / Energy Charges:

The regetable charges tasker this eider 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 repotated CSA and shall recover all incremental costs the Company incars in serving the casterner plus a contribution to the Company's fixed costs as determined by the Company.

### BUILES AND REGULATIONS:

This optional rider is offered in conjunction with the rates, terms and conditions of the heriff under which the customer takes service and affects the total bill only to the extent that regotated rates, terms and conditions deffer 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 incution(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 data shown on the CSA. The CSA shall be considered a creditential document. The pushing levels and procedures described within the CSA, as well as any information amplied by the customer through an energy each or as a result of negotiations or information requests by the Company and any information developed by the Company on connection therewith shall be treated by the Company as confidential, propietarly 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.

Isoted by Atlan Cohen, Senior Director, Bermisters Hotes, Cost of Service and Neutron & J. Romin, Director, Bodes and Lardin, Effective February 4, 2014

Faurth Fifth Revised Sheet No. 8,930 Cancels Fourth Flord Revised Sheet No. 8,930

# VOLUNTARY SOLAR PARTNERSHIP RIDGE (OPTIONAL PILOT PROGRAM)

# RATE SCILLDULE: VSP

# AVAILABLE:

In all summer case, several gree to become 1, 2002 by Fit of the quarter to continue receiving service under my FIR, mesered rate scholade. This valuation who partnership pilot program ("VSP Program" "the Prior") provides contentes an opportunity to participate in a program designed to construct and operate commercial scale, destributed solar plantwelling facilities located in communities throughout FPL is service sometimes. Service under this rider shall terminate December 31, 2025.

# APPLICATION:

Available upon request to all customers in conjunction with the otherwise applicable metered rule schedule.

# LIMITATION OF SERVICE

Any customer under a metered rate schedule who has no delinquent balances with the Computer or eligible to clear the VSP Program. A customer may terminate perturbation in the VSP Program or any time and may be terminated from the Price by the Computer of the customer become subject to collection action on the customer's service account.

### THARGES

Each voluntary perticipant shall agree to make a monthly contribution of \$9.00, in addition to charges applied under the otherwise applicable netword one schedule. Outcomer billing will start on the next scheduled billing date open notification of service request. The VSP Program contribution will not be provided if the billing period a for less than a full month.

Upon participant's notice of termination no VSP Program contribution will be assessed in the billing period in which participation is terminated.

### TERM OF SERVICE

Not less than one (1) billing period.

# SPECIAL PROVISIONS

Upon container request, program participation may scenario at a new service address if the customer service within FPL's service to the customer program participation may service to the customer program participation of the customer service within FPL's

# MULES AND REGULATIONS

Service under this rider is subject to orders of governmental hodies 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 provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this rider dull apply.

Baued by: Titlany Colon, Sonior Director, Begulatory Rates, Cool of Service and Systems. Effective: Assessment 2014

First Revised Short No. 8,932

### FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 8.932

### SOLARTOGETHER RIDER JUNEAU PROGRAMI

### HATE SCHEDULE: SOR

# AVAILABLE

The FPL Schaffepolism<sup>10</sup> Riche (FPL Schaffepolism) of the Program<sup>1</sup>) is available in all sensors are served by FPL proof to Laures, 1, 7022, indirect to subscription evaluations of the proof to the contract of the sensor of

### ANYLICATION:

in conjunction with the otherwise applicable unwered one schoolde. All rates and charges under the entouriers' enterwise applicable minored one school de shall apply

### MONTHLY SUBSCRIPTION

The Marthy Subscription shall be upon to the name of the Mouthly Subscription Charge + Mouthly Subscription Craft on Allient

	Alumbly:	Salacoppore	
Fath	oput	Low Jacons	- Participan
Subscription Charge \$500-Monde	Oslasziption Livide	Subscription Charge 53; W-Month	Solventen Cesti.
Section No. 8 934	See Short for \$104	See Short his II 934	Size Short No. 8,754

# LIMITATION OF SERVICE

Any contensor taking serves under a transactival administration in definition to taken with Pro-in eights to perception fixed and makes may clearly as a subscription loved in 1 kW sents representing up to 150% of that proposes 12 members of kWh usages Contentions or before 190% of the takend proventy level are objects for participation at the income of the makes provided by the centil transacts on number of term paralleled with the limited to energiest year and subject to program availability.

# WILL-PAY

Participations are subject to the management of conductive and subject to the FPL Scient agency Monthly Submanipular Charge and officiency Monthly Subscription Charle will appear as separate bine starts on a participants tell damage every consist of separation and professors and are subject to all applicable taxes unlifters.

Moreldy Solveription Could amount may not essent in a trul full has then zero (Mr.) Any success study amounts will be applied as subsequent couldn't be consistent with full amounts must this sequentiant.

### TERMS OF SERVICE.

Not have then one (1) billing cycle. Participants may, at any time following their first belling cycle, formant their participalism ("Volument Terroquents") or reduce the monitor of adversarial cents purchased. Participants may be terroquent than the program by IPE. If the contenue become their participant on the circumstance executing or for foliate to substy significant expansionals (Involument Terroquents). Upon either Volumenty or terroporary Terroquents, the account is probabled from as markly for a receive (12) mentioperiod.

(Communication Share No. 8 900)

basied by: Tiffany Coben, Discotor, Rates and Tandle Sense Director. Regulation Rates, Cost of Service and Systems

Effective: March J. 2020 Lucius 1, 2021

# FLORIDA POWER & LIGHT COMPANY Cancels Original Short No. 8.933 Cancels Original Short No. 8.933

# (Continued from Slice No. 8 932)

### SPECIAL PROVISIONS:

If the customer moves within FPL's service temperature program pertorpation may commune if a new service address with no impact the customer's program expellence date subject to the limitations and issues customer below. Notification to hareful participation must be made by the continuer to the Company and the Company will have 45 days to complete the transfer

in processing the PR, will account all colors the consender range continues (RFC's) associated in the processing problems by the Solar form that of a range of the colors of the Solar form to be used by the action of the Colors of the Colors of the Colors of the processing the solar processing of the Solar of the Colors of

### KULES AND REXED ATIONS

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Issued by: Tiffuny Cohen, Director, Batter and FurtilisStrain Director, Regulatory Rates, Cost of Service and Systems

(Continued on Steet No. 8 934).

Effective: Marels J.,2020 January 1, 2022

Cauris Original Short No. 5,934

Cauris Original Short No. 8,934

(CommunitaryOlicat No. 8 933)

# MONTHLY NUBSCRIPTION PPL-SOLARYOGETHER PARTICIPANT RATES

	Phase 1				
	Partis	igand	Law Income	Participant	
Participant Program Year	Subscription Charge SAW-Month	Subscription Credit & kWh	Subscription Charge 54.W-Month	Subscription Credit 5/kW-Month	
1	\$6.76	(3.40468)	35.57	[\$6,27]	
2	\$6.76	(3.46256)	\$5,57	(\$6,27)	
1	56.76	(3.52142)	\$5,57	(\$6.27)	
4	\$6.76	(1.58129)	\$5,57	(\$6.27)	
5	\$6.70	(3.64217)	\$5.57	(\$6,27)	
6	\$6.76	(3.70409)	\$5,57	156,271	
7.	\$6.76	(3.76706)	\$5,57	[56:27]	
- X	\$6,76	(3.83110)	\$5,57	(\$0.27)	
-9-	\$6,76	(3.89622)	\$5,57	[56,27]	
10	\$6.76	(3.96246)	55.37	(\$6,27)	
(1)	\$6.76	(4.02982)	\$5.57	(\$6.27)	
12	56.70	(4.09833)	85.57	[\$6.27]	
13	\$6.76	(4.16800)	\$5.57	(\$6.27)	
-14	56.76	(4.23886)	\$5.57	[\$6.27]	
1.5	\$6.70	(4.71092)	\$5,57	186.271	
16.	56.76	(4.3842m)	83.57	[50.27]	
17	\$6.76	(4:45873)	N5.57	(\$6.27)	
18	36.76	(4.53453)	\$5.57	(56,27)	
100	56.76	(4.61162)	85,57	[\$6:27]	
20	36.76	(4.69002)	35.57	(\$6.27)	
21	\$6.76	(4.76975)	35.57	196,271	
22	\$6.76	(4.85083)	55.37	(36.27)	
23	\$6.76	(4.93330)	\$5,57	(\$6,27)	
24	\$6.76	(3.01716)	33.37	(56.27)	
25	56.76	(5.10245)	\$5,57	(\$6,27)	
26	\$6.76	(\$.18920)	35.37	(86.27)	
22	56.76	(9.27741)	55.57	1\$6.271	
28	\$6.76	(3.36713)	55.57	[\$6.27]	
29	\$6,76	(5.45837)	\$5.57	(\$6.27)	
30.	\$6.76	(5.55116)	\$5.57	(\$6,27)	

Joans by: Tillany Cohen, Director, Rates and Turitle Senior Director, Regulatory Many, Cost of Secrity and Systems

Effective: March 3,2020 January 1, 2022

First Respond Short No. 8,434 arres is Original Sheet No. 8,936

# LUTILITY-OWNED PUBLIST CHARGING FOR ELECTRIC VEHICLES (EVA) (PILOT PROGRAM)

### ILATE SCHEDULE: URV

### ASSAULABLE

Available to continues charging electric vehicles of FFF, ("the Company") owned public RV fast charging electric ("the statems") with surprat power of SAW or greater.

### APPLICATION:

The stations may be accessed by any person ("over") who resides either within an overable the Company a service over the property of the Company of the Company of the Incompany of the Incompany

### LIMITATION OF SERVICE

The user most register an account with the Compan's mobile application or network provider, including payment information prior to charging the TIV

### BILLING AND PAYMENT TERMS

The matterfunde is set at \$0.30 kWh. Charging activets fees an determined by the charging mation network provider may apply at certain stations. Vehicle idling fees at a rate up to of \$0.40 per minute following a ten-minute grace period may apply at certain stations located in close proximity to highway corridors or other highly trafficked areas. The rates applicable to the specific station including the rate per kWh, taxes and charging network provider and till fees will be visible to the users via the app and/or display. Users will be notified when the charging session is complete via the display located at the charging dispenser and through the Company's mobile application and will have the ability to obtain a detailed receipt of the charge session.

# RULES AND REGULATIONS

Service under this rider 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 provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this either shall apply

Oriminal Sheet No. 8,939

# SOCIAGO WERE ACTUMENT OF THE OFFI (OPTIONAL)

### WATE SCHEDULE SELL

### AVAILABLE

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### AVIDACATION:

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### CONTINUOUSLOPSERSKE

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# SECURITY SHEVE BOATMEST

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# Monthly Storrey Farmer's Carried Carlo Circuits

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(Common or 25-10) No. \$5400

Januard by: Tillians Cohen, Sendar Director, Regulature Raiss, Cost of Service and Sentena Effective.

Original Storet So. 8,940

### Economic from Short No. 8.3791

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### TERM DESERVICE

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### INTERNASIONAL ATMASS.

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Louis by: Tilliam Cohen, Symor Director, Regulatory Rates, Cost of Service and Systems.

Dogmit Shirt No. 8/942

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### BUYERSONDODOLD CT. VICE. F.

### AVAILABLE.

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### ASSESTED ATTROP

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#### LIMITATE NAMES SERVICE

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(Commence Start No. 8 Still)

Issued by: Dillary Colon, Senso Director, Regulatory Rates, Cost of Service and Sections Effective:

	(Continued from Bern No. 9 & 85)
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600	HUSSHARLY TERMINATERY
1	interest, has the paint to be minoring the American file the wear the most active control and not the Company of hard such control colors. To request to the Company of hard such control colors and the assessment of the American file of the American file.
NALES	SAND HERBITATIONS
	Service under this Eather is soldied to section of insurmental bodies having providence and to the correct, affective "Council Reference for Electric Service" on the wife the Frank Public Review Commission. In case of conflict between any provision of the Richard and said "Corporal Reference and Regulations for Electric Service" the provision of this Richards apply.

Original Sheet No. 8,941

based by: Lillany Cohen, Sensor Director, Regulatory Rates, Cost of Service and Systems Effection:

Forty Third Fourth Revised Shert No. 9.010 Cancels Furty-Third Forty Semma Revised Shert No. 9.010

	Sheel No.
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Louist by: Liffany Cohen Senior Director, Regulatory Surv. Cost of Service and Systems S.J. Rossig, Director, Rates and Cariffu Effective: March & 2004

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Issued by: Tilliany Cohen, Senior Director, Remission Rates, Cost of Service and Senior Director, Rates and Tability Effective: September 3, 2010

Fourteenth Revised Sheet No. 9.030 Cancels Thirteenth Revised Sheet No. 9.030

FLORIDA POWER & LIGHT COMPANY

# STANDARD OFFER CONTRACT FOR THE PURCHASE OF CAPACITY AND ENERGY FROM A RENEWABLE ENERGY FACILITY OR A QUALIFYING FACILITY WITH A DESIGN CAPACITY OF 100 KW OR LESS (2031 AVOIDED UNIT)

THIS STANDARD OFFER CONTRACT (the "Contract") is made and ent	cred this	day of
	(herein afte	r "Qualified Seller"
or 'QS") a corporation/limited liability company organized and existing un	der the laws	of the State of
and owner of a Renewable Energy Facility as defined in secti	on 25-17.21	10 (1) F.A.C. or a
Qualifying Facility with a design capacity of 100 KW or less as defined in section :	25-17.250, a	ind Florida Power &
Light Company (hereinafter "FPL") a corporation organized and existing under t	he laws of	the State of Florida.
The QS and FPL shall be jointly identified herein as the "Parties". This Con	tract contain	ns five Appendices;
Appendix A, QS-2 Standard Rate for Purchase of Capacity and Energy, App	endex B, F	by for Performance
Provisions; Appendix C, Termination Fee; Appendix D, Detailed Project Inform	ation and A	ppendix E, contract
options to be selected by OS.		

# WITNESSETH:

WHEREAS, the QS desires to sell and deliver, and FPI, desires to purchase and receive, firm capacity and energy to be generated by the QS consistent with the terms of this Contract, Section 366.91, Florida Statutes, and/or Florida Public Service Commission ("FPSC") Rules 25-17.082 through 25-17.091, F.A.C. and FPSC Rules 25-17.200 through 25.17.310.F.A.C.

WHEREAS, the QS has signed an interconnection agreement with FPL (the "Interconnection Agreement"), or it has entered into valid and enforceable interconnection transmission service agreement(s) with the utility (or those utilities) whose transmission facilities are necessary for delivering the firm capacity and energy to FPL (the "Wheeling Agreement(s)");

WHEREAS, the FPSC has approved the form of this Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Facility or a Qualifying Facility with a design capacity of 100 KW or less; and

WHEREAS, the Facility is capable of delivering firm capacity and energy to FPL for the term of this Contract in a manner consistent with the provisions of this Contract; and

WHEREAS. Section 366.91(3). Florida Statutes, provides that the "prudent and reasonable costs associated with a QS energy contract shall be recovered from the ratepayers of the contracting utility, without differentiating among customer classes, through the appropriate cost-recovery clause mechanism\* administered by the FPSC.

NOW, THEREFORE, for mutual consideration the Parties agree as follows:

(Continued on Sheet No. 9.031)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: July 8, 2021

Second Revised Sheet No. 9.031 Cancels First Revised Sheet No. 9.031

1. QS	Facility	
The	QS contemplates, installing operating and maintaining a	
	KVA	generating facility locates
st_ produce a mi Facility's loc		'acility"). The Facility is design agging to 85% leading power fa
	TECHNOLOGY AND GENERATOR CAPABILITIES	s
	secific legal description (e.g., meter and bounds or other legal with street address required)	City: County:
Generator T	уре (Induction or Synchronous)	
as defined in energy, occu	lity (Hydrogen produced from sources other than fossil fuels, biomass (Section 25-17.210 (2) F.A.C., solar energy, grothermal energy, wind in energy, hydroelectric power, waste heat from suffuric acid ing operations: or <100KW cogenerator)	
Technology		
Fuel Type a	nd Source	
Generator B	tating (KVA)	
Maximum C	apability(KW)	
Minimum Le	oad	
Peaking Cap	ubility	
Net Output (	KW)	
Power Facto	r(%)	
Operating V	oltage (kV)	l'
Peak Intern	al Load KW	le l
applicable to	g sections (a) through (e) are applicable to Renewable Energy Facilities ( Qualifying Facilities with a design capacity of 100 KW or less:	
(a)	If the QS is a REF, the QS represents and warrants that (i) the sole source to produce energy for sale to FPL during the term of this Contract sha provided for pursuant to Sections 366.91(2) (a) and (b), Florida Seature F.A.C.; (ii) Fossil fuels shall be limited to the minimum quantities in operating stability at minimum load, and (iii) the REF is capable of gene Section 5 of this Agreement without the use of fossil fuels.	dl be such sources as are defe s, and FPSC Rules 25-17-210( ecessary for start-up, shut-dox
(b)	The Parties agree and acknowledge that if the QS is a REF, the QS wi obligation to pay for, any electrical energy produced by the Facility fi specifically provided for in paragraph 1(a) above.	ill not charge for, and FPL sha com a source of fisel or power
	(Continued on Sheet No. 9 032)	

Issued by: S. F. Romig, Director, Rates and Tariffa Effective: July 13, 2017

Sixteenth Revised Sheet No. 9.032 Cancels Fifteenth Revised Sheet No. 9.032

(Continued from Sheet No. 9.031)

- (c) If the QS is a REF, the QS shall, on an annual basis and within therty (30) they after the arministrary date of this Contract and on an annual basis thereafter for the term of this Contract, deliver to FPL a report certified by an officer of the QS (i) stating the type and amount of each source of field or power used by the QS to produce energy during the twelve-month period prior to the antiversary date (the "Contract Year"), and (ii) untifying that one hundred percent (100%) of all energy sold by the QS to FPL during the Contract Year complies with Sections 1(a) and (b) of this Contract.
- (d) If the QS is a REF, the QS represents and warrants that the Facility meets the renovable energy requirements of Section 366.91(2)(a) and (b), Floride Statistics, and FPSC Rules 25-17.210(1) and (2)-, F.A.C., and that the QS shall continue to meet such requirements throughout the term of this Centract. FPL shall have the right at all times to impact the Facility and to examine any looks, records, or other documents of the QS that FPL deems necessary to verify that the Facility meets such requirements.
- (c) The Facility (i) has been certified or has self-certified as a "qualifying facility" pursuant to the Regulations of the Federal Energy Regulatory Commission ("FERC"), or (ii) has been certified by the FPSC as a "qualifying facility" pursuant to Rule 25-17-080(1). A QS that is a qualifying facility with a design expectly of less than 100 KW shall maintain the "qualifying status" of the Facility throughout the term of this Contract FPL shall have the right at all times to inspect the Facility and to examine any books and records or other documents of the Facility that FPL deems necessary to verify the Facility's qualifying status. On or before March 31 of each year during the term of this Contract, the QS shall provide to FPL a certificate signed by an officer of the QS certifying that the Facility has continuously maintained qualifying status.

### 2. Term of Contract

Except as otherwise provided herein, this Contract shall become affective immediately upon its execution by the Parties (the "Effective Date") and shall have the termination date stated in Appendix E, unless terminated earlier in accordance with the provisions hereof. Notwithstanding the foregoing, if the Capacity Delivery Date (as defined in Section 5.5) of the Facility is not accomplished by the in-service date of the aveided unit, or such later date as may be permitted by FPL passant to Section 5 of this Contract, FPL will be permitted to terminate this Contract consistent with the terms beginning further obligations, dates or liability to the QS.

# 3. Minimum Specifications

Following are the minimum specifications pertaining to this Contract.

- 1. The avoided unit ("Avoided Unit") options on which this Contract is based are detailed in Appendix A.
- This offer shall expire on April 1, 2022.
- 3. The date by which firm capacity and energy deliveries from the QS to FPL shall commence is the in-service date of the Aveided Unit (or such later date as may be permitted by FPL pursuant to Section 5 of this contract) unless the QS chooses a capacity payment option that provides for early capacity payments pursuant to the terms of this Contract.
- The period of time-over which firm capacity and energy shall be delivered from the QS to FPL is as specified in Appendix E; provided, such period shall be no less than a minimum of ten (16) years after the in-service date of the Avoided Unit.
- The following are the maximum performance standards for the delivery of firm supacity and energy by the QS to qualify for full capacity payments under this Contract:

On Peak.\* All Hours

Availability: 94.0% 94.0%

(Continued on Sheet No. 9:032.1)

<sup>\*</sup> QS Performance and On Peak hours shall be as measured and/or described in FPI, 's Rate Schodule QS-2 attached hence as Appendix A

First Revised Short No. 9.032.1 Cancels Original Short No. 9.032.1

(Continued from Sheet No. 9.032)

- 3.2. QS, at no cost to FPL, shall be responsible to:
- 3.2.1 Design, construct, and maintain the Facility in accordance with this Contract, applicable law, regulatory, and governmental approvals, any requirements of warranty agreements or similar agreements, prudent industry practice, insurance policies, and the Interconnection Agreement or Wheeling Agreement.
- 3.2.2 Performall studies, pay all fees, obtain all necessary approvals and execute all necessary agreements (and sthree laterconnection Agreement or the Wheeling Agreement(s)) in order to schoola's and deliver the firm capacity and energy to EPL.
- 3.2.3. Obtain and maintain all permits, certifications, licenses, consents or approvals of any governmental or regulatory sufficiety necessary for the construction, operation, and maintenance of the Facility (the "Pennits"). QS shall keep FPL reasonably informed as to the status of its permitting efforts and shall promptly inform FPL of any Pennits it is trabile to obtain, that are delayed, limited, suspended, terminated, or otherwise constrained as way that confed limit, reduce, unterfere with, or proclude QS's ability to perform its obligations under this Contract (including a statement of whether and to what extent this constrained may limit or preclude QS's ability to perform under this Contract.)
- 3.2.4 Demonstrate to FPL's reasonable satisfaction that QS has established Site Control, an agreement for the ownership or lease of the Facility's site, for the Term of the Contract.
- 3.2.5 Complete all environmental impact strakes and comply with applicable environmental laws necessary for the construction, operation, and maintenance of the Facility.
- 3.2.6 At FPL's request, provide to FPL electroal operations and design drawings pertaining to the Pacility for FPL's review price to findating design of the Pacility and before beginning construction work based on such specifications and design shall not be constroed as endorsing the specifications and design thereof, or as any copress or implied warrantee including performance, safely, durability or reliability of the Facility. QS shall provide to FPL reasonable advance notice of any changes in the Facility and provide to FPL specifications and design than a provide to FPL specifications and design than a provide to FPL specifications.
- 3.2.7 Within diffuen (15) days after the close of each month from the first month following the Effective Date until the Capacity Delivery Date, provide to FPL, a monthly progress report (in a form reasonably satisfactory to FPL) and agree to regularly schoduled meetings between representatives of QS and FPL to review such monthly reports and discuss QS's construction progress. The Monthly Progress Report shall indicate whether QS is on larger to meet the Capacity Delivery Date. If, for any reason, FPL has reason to believe that QS may fail to achieve the Capacity Delivery Date, thus, agost FPL or request, QS shall submit to FPL, within ten (19) business days of such request, a remedial action plan ("Businessial Action Plan") that sats forth a detailed description of QS's proposed course of action to promptly achieve the Capacity Delivery Date. Delivery of a Remedial Action Plan does not relieve QS of its obligation to meet the Capacity Delivery Date.
- 3.3 FPL shall have the right, but not the obligation, to:
- 3.3.1 Inspect during business hours upon reasonable notice, or obtain cepies of all Permits held by QS.
- 3.3.2 Consistent with Section 3.2.6. notify QS in writing of the results of the review within thirty (30) days of FPU's receipt of all specifications for the Facility, including a discription of any flavor perceived by FPU in the design.
- 3.3.3 Inspect the Facility's construction site or on-site QS data and information perfaming to the Facility during business from super-reasonable notice.

(Centimed on Sheet No. 9.033)

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

South Tenth Revised Sheet No. 9.033 Coursels Nut by installs Sheet No. 9.033

(Continued Street Street No. 94032-11)

### Sale of Energy and Capacity by the Q5

I. I Consistent with the times heapt, he Q5 shall self-and delivery in FPL and FPL shall parties and everywhere the Q5 at the Delivery Point (defined deliver) all of the energy and time expectly generated by the Facility. The partiese and rate of energy and time agreement, provided, however, that no such arrangement of () singulate error possibles are deally arrangement, provided, however, that no such arrangement deliferance and the copies and the parties and time expects than the Facility is not undput. The fulling methodology may be changed at the option of the Q8 output to the provisions of FPL has Schedule Q5-2. For purposes of this Contract, Delivery Point shall be defined as either (o) the parties of the provisions of FPL has spherously the frameworm, violent of the final paths to the parties of the contraction between PPL is system and the transmission, violent of the final paths transmitting energy and from expects the PPL system and the transmission, violent of the final paths transmitting energy and from expects the PPL systems and the expectation of the parties of the part

- \$ 2 The OS shall are any an enterropolale standay environ for the startey connects around a otherwise of the Parameter.
- 13 The QS shall be responsible for all costs, that give out premities associated with development and operation of the Further
- 4.4 The QS shall be responsible for all extraorance on, clotter, issues, manuscassion and applicate persons and continuous for the basis, the farm capacity and among than the Easility to the Easility population.

### 5. Committed Capacity/Capacity Delivery Date

- 3.1 The QC committee well and deliver first equality to 17%, at the Dainury Point, the account of which shall be dominated in accordance with flux Scition 3 (the "Committee Capacity"). Subject to Scition 5.3 the Committee Capacity shall be KW, delivery date no later than the macryone date of the Avoided Unit of an exhaust expended in Appendix E (the "Gammand Capacity Delivery Date").
- 3.7 Texting of the supporty of the Facility (such such lest, a "Committed Capacity Text") shall be performed as accordance with the procedures set both in Section 6. The Demonstration Period (defined forces) for the first Committed Capacity Text shall resonance for solding than also (its months prior to the Capacity Codeway, Date and outing man for recognized by 11.50 p.m. LET on the date prior to the Capacity Codeway Date. The first Committed Capacity Too shall be described successfully complicated when the Cys demonstrate, in IPs, is autofaction that the Facility was made available expectly of at least one launted prioring (DPA) of the Committed Capacity set forth as Section 3.1. Subject to Section 6.1, the CS may schedule and perform (q) as three (3) Committed Capacity Time to satisfy the capacity requirements of the Committed Capacity.
- 5.3 FPL shall have the sight to suppore the QS, by revine or less than ten (10) function days point to such proposed, test, to substate the Committed Capacity of the Facility in means of subsequent Committed Capacity Tests as follows: (a) once per each Suppose period and once per each Winter period at FPL's solu discretion,(b) at any time the QS is smaller to comply with any material obligation under the Contract for a period of thirty (20) days or more in the aggregate as a consequence of an event of Force Majorum, and (c) at any time the QS fails in three consequence interests to address an Annual Capacity Billing Factor, as defined in Appendix B (8e "ACBF"), equal to represent than 20%. The results of any such test shall be provided to FPL soften seven (?) days of the conclusion of such test. On and after the date of such respected Committed Capacity Test, and small the completion of a subsequent Committed Capacity Test, the Committed Capacity shall be deemed as the lower of the second capacity or the Committed Capacity as an forth in Section 5.1.
- 3.4 Notwithstanding arrything to the contrary herein, the Committed Capacity shall not exceed the amount sat forth to Section 3.1 without the prior written consent of FPL, such consent not surcasorably withheld.
- 5.5 The "Capacity Delivery Date" shall be defined as the first calendar day immediately after the date following the last to occur of (a) the body's accounted possible propriates of the Committee Capacity and nearly lead to continue than the continue must date for deliverse of from paperty and nearly loss such is specified in Appendix E<sub>1</sub> and (i), the safetive loss by CS of the following Delivery Date Confidence below).

(Comment on Sheet No. 9.033.1)

Issued by: Diffuny Cohen, Soulo Director, Regulators States Cost of States and Systematherestor, Rules and Limits. Effective: Jame 5, 2018.

Original Sheet No. 9.033.1

(Continue from Sheet No. 9 (333)

- 5.5.1 A certificate addressed to FPL from a Licensed Professional Engineer (reasonably acceptable to FPL in all respects) stating: (a) the nameplate capacity rating of the Facility at the anticipated time of commercial operation, which must be at least 94% of the Expected Nameplate Capacity Rating, (b) that the Facility is able to generate electric energy reliably in amounts expected by this Agreement and in accordance with all other terms and conditions hereof; (c) that Start-Up Testing of the Facility has been completed; and (d) that, pursuant to Section 8.4, all system protection and control and Automatic Generation Control devices are installed and operational.
- 5.5.2 A certificate addressed to FPL from a Licensed Professional linguiseer (reasonably acceptable to FPL in all respects) stating, in conformance with the requirements of the Interconnection Agreement, that: (a) all required interconnection facilities have been completed, and (c) the Facility is physically interconnected with the System in conformance with the Interconnection Agreement and able to deliver energy consistent with the terms of this Agreement.
- 5.5.3 A certificate addressed from a Licensed Professional lingineer (reasonably acceptable to FPL in all respects) stating that QS has obtained or entered into all permits and agreements with respect to the Facility necessary for construction, ownership, operation, and maintenance of the Facility (the "Required Agreements"). QS must provide copies of any or all Required Agreements requested by FPL.
- 5.5.4 An opinion from a law firm or attorney, registered or licensed in the State of Florida (reasonably acceptable to FFL in all respects), stating, after all appropriate and reasonable inquiry, that: (a) QS has obtained or entered into all Required Agreements, (b) neither QS nor the Facility is in violation of or subject to any liability under any applicable law; and (c) QS has duly filed and had recorded all of the agreements, documents, instruments, mortgages, deeds of trust, and other writings described in Section 9.7.
- 5.5.5 FPI, has received the Completion Performance Security ((a) through (e), the "Commercial Operation Conditions").

FPL shall have ten (10) Europess Days after receipt either to confirm to QS that all of the Delivery Date Conditions, have been satisfied or have occurred, or to state with specificity what FPL reasonably believes has not been satisfied.

The QS shall be entitled to receive capacity payments beginning on the Capacity Delivery Date, provided, the Capacity Delivery Date occurs on or before the in-service date of the Avoided Unit (or such later date permitted by FPI, pursuant to the following sentence). If the Capacity Delivery Date does not occur on or before the Guaranteed Capacity Delivery Date, FPI, shall be entitled to the Completion-Performance Security (as set forth in Section 9) in full, and in addition, has the right but not the obligation to allow the QS up to an additional five (3) months to achieve the Capacity Delivery Date. If the QS fails to achieve the Capacity Delivery Date either by (a) the Guaranteed Delivery Date or b) such later dote as permitted by FPI., FPI, shall have no obligation to make any capacity payments under this Contract and FPI, will be permitted to terminate this Contract, consistent with the terms herein, without further obligations, duties or liability to the QS.

(Continue on Sheet No. 9 034)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: June 5, 2018

Third Revised Sheet No. 9.034 Cancels Second Revised Sheet No. 9.034

(Continued from Sheet No. 9 (030)

### 6. Testing Procedures

- 6.1 The Committed Capacity Test must be completed successfully within a sixty-hour period (the "Demonstration Period"), which period, including the approximate start time of the Committed Capacity Test, shall be selected and scheduled by the QS by masses of a written notice to FPL delivered at least theirty (30) days prior to the start of such period. The provisions of the Engelity sentence shall not apply to any Committed Capacity Test required by FPL under any of the provisions of this Centract. FPL shall have the right to be present onsite to moreton any Committed Capacity Test required or permitted under this Centract.
- 6.2 Committed Capacity Test results shall be based on a test period of twenty-four (24) consecutive hours (the "Committed Capacity Test Period") at the highest sustained not KW rating at which the Facility can operate without exceeding the design operating conditions, temperature, pressures, and other parameters defined by the applicable manufacturer(s) for steady state operations at the Facility. If the QS is a REF the Committed Capacity Test shall be conducted utilizing as the sole fuel source fuels or energy sources included in the definition in Section 36491, Florida Statutes. The Committed Capacity Test Period shall committee at the time time stages by the QS pursuant to Section 6.1 or at such other time requested by FFL pursuant to Section 5.3, provided, however, that the Committed Capacity Test Period may commission earlier time.
- 6.3 For the avoidance of doubt, normal station service use of unit auxiliarias, including, without limitation, cooling towers, heat exchangers, and other equipment required by law, shall be in service during the Committed Capacity Test Period. Further, the QS shall affect deliveries of any quantity and quality of contracted cogenizated steam to the steam host during the Committed Capacity Test Period.
- 6.4 The capacity of the Fecility shall be the average net capacity (generator output minus assiliary) measured over the Committeel Capacity Test Period.
- 6.5 The Committed Capacity Test shall be performed according to prudent industry testing procedures satisfactory to FPL for the appropriate technology of the QS.
  - 6.6 Except as otherwise provided herein, results of any Committed Capacity Test shall be submitted to FPL by the QS within seven (7) days of the conclusion of the Committed Capacity Test.

# 7. Payment for Electricity Produced by the Facility

# 7.1 Energy

FPL agrees to pay the Q8 for energy produced by the Facility and delivered to the Delivery Point in accordance with the rates and procedures contained in FPL's approved Rate Schedule Q6-2, attached herebe as Appendix A, as it may be arranded from time to time and pressure to the election of energy payment options as specified in Appendix E. The Parties agree that this Contract shall be subject to all of the provisions contained in Rate Schedule Q5-2 as approved and on file with the FPSC.

### 7.2 Firm Capacity

FFL agrees to pay the QS for the firm capacity described in Section 3 in accordance with the ratio and procedures contained in Rate Schedule QS-2, attached bareto as Appendix A, as it may be amended and approved from time to time by the FPSC, and pursuant to the election of a capacity payment option as specified in Appendix E. The QS undendands and agrees that capacity payments will be made under the early capacity payment options only if the QS has achieved the Capacity Delivery Date and as delivering time capacity and energy to FPL, Once elected by the QS, the capacity payment option capacity be charged during the farm of this Contract.

### T.3 Payments

Payments due the QS will be made monthly and normally by the recenturis business sky following the end of the billing period: A statement of the kilowatt-bours sold by the QS and the applicable avoided arange rate at which payments are being made shall accompany the payment to the QS.

(Continued on Sheet No. 9.035)

Issued by: Tiffany Coben, Director, Rates and Tariffs Effective: June 9, 2020

Second Revised Sheet No. 9.035 Cancels First Sheet No. 9.035

(Continued from Short No. 9.034)

# 8. Electricity Production and Plant Maintenance Schedule

8.3 Duting the term of this Contract, no later than sorty (60) days prior to the Capacity Delivery Date and prior to April 1 of each calamiter year thereafter, the QS shall submit to FPL in writing a detailed plan of: (a) the amount of firm capacity and energy to be governed by the Facility and delivered to the Delivery Point for each month of the following calendar year, and (b) the time, duration and magnitude of any scheduled maintenance period(s) and any anticipated reductions in capacity.

\$3. The QS shall comply with reasonable requests by EDL regarding day-to-day and hour-by-hour communication between the Parties relative to electricity production and maintenance scheduling.

# 8.4 Dispetch and Control

- 8.4.1 The power supplied by the QS homeonder shall be in the form of three-phase 60 Hertz alternating current, at a normal operating voltage of \_\_\_\_\_\_000 volts (\_\_\_\_\_\_kV) and power factor dispotentials and controllable in the range of 85% legging to 85% leading as measured at the Delivery Point to maintain system operating parameters, as specified by FPL.
- 8.4.2.At all times during the term of this Contract, the QS shall operate and maintain the Facility. (a) in such a manuar as to ensure compliance with its obligations between the coordance with praduct originating and operating practices and applicable law, and (b) with all system protective equipment in service whenever the Facility is connected to, or is operated in parallel with, FPL's system. The QS shall install at the Facility those system protection and control devices necessary to ensure safe and protected operation of all energized equipment during award testing and repair. OQS shall have qualified personal test and calibrate all protected equipment at equals instructed have gradient and exceedance with good engineering and operating practices. A unit functional trip test shall be performed after each overhaul of the Facility's turbine, generator or bediens and the results shall be provided to FPL prior to columning the Facility to service. The specifies of the unit functional trip test will be consistent with good engineering and operating practices.
- 8.4.3 If the Facility is separated from the FPL system for any reason, under no circumstances shall the QS reconnect the Facility into FPL's system without first obtaining FPL's groot written approval.
- 8.4.4 During the term of this Contract, the QS shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with FPL. If the Facility has a Committed Capacity greater than 10 MW then, the QS shall ensure that operating personnel are on duty at all times, eventy-long (2 th hours a calendar day and seven (7) calendar days a week. If the Facility has a Committed Capacity equal to or less than 10 MW then the QS shall ensure that operating personnel are on duty at least eight (8) hours per day from 8 AM EST to 5 PM EST from Monthly to Finlay, with an operator on call at all other hours.
- 8.4.5 FPL shall at all times be excused from its obligation to purchase and receive energy and capacity hereunder, and FPL shall have the ability to require the QS to curtail or reduce deliveries of energy, to the extent necessary (a) to maintain the reliability and integrity of any part of FPL's system, (b) in the event that FFL determines that a failure to do so is likely to endanger life or property, or (c) is likely to result in significant disruption of electric service to FPL's customers. FPL shall give the QS prior notice, if practically, of its intent to refuse, curtail or reduce FPL's acceptance of energy and firm capacity pursuant to this Section and will set to minimize the frequency and duration of such occurrence.

(Continued on Short No. 9.036)

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

Third Revised Sheet No. 9.036 Cancels Second Short No. 9.036

(Continued from Sheet No. 9.035)

8.4.6 After providing notice to the QS, FPL shall not be required to perchase or receive energy from the QS during any period in which, the to operational circumstances, the purchase or receipt of such energy would result in FPL's incurring costs greater than those which it would mear if it did not make such purchases. An example of each an occurrence would be a period during which the load being served is such that the generating units on line are base load units operating at their minimum continuous ratings and the purchase of additional energy would require taking a liuse load unit off the line and replacing the remaining load served by that unit with peaking-type generation. FPL shall give the QS as much prior notice as practicable of its intent not to purchase or receive energy and firm capacity pursuant to this Section.

8.4.71f the Facility has a Committed Capacity less than 75 MW, control, schedeling and dispatch of firm especity and aways shall be the imponsibility of the QS. If the Facility has a Committed Capacity greater than or equal to 75 MW, then control, scheduling and disputsh of firm capacity and energy shall be the responsibility of the QS, except during a "Disputch Hour", i.e., any clock hour for which FPL requests the delivery of such capacity and energy. During any Dispatch Hour: (a) control of the Facility will either be by Sellier's manual control under the direction of PPL (whether orally or in writing) or by Automatic Generation Control by FPL's system control center as determined by FPL, and (b) FPL may request that the real power output be at any level up to the Committed Capacity of the Facility, provided, in no event shall PPL require the real power output of the Facility to be below the Facility's Minimum Load without decorranting the Facility. The Facility shall deliver the capacity and energy requested by FPI. within..... minutes, taking into account the operating limitations of the generating equipment as specified by the manufacturer, provided such time period specified burnin is considered reasonable by product influstry standards for the technology and equipment being utilized and assuring the Facility is operating at or above its Minimum Load. Start-up time from Cold Shardows, and Facility Turnaround time from Not to Hot will be taken into consideration provided such are reasonable and consistent with prodont industry practices for the technology and equipment being utilized. The Facility's Operating Characteristics have been provided by the QS and are set forth in Appendix D, Section IV of Rate Schedule QS-2.

8.4.8 If the Facility has a Committed Capacity of less than 75 MW, FPL may sequire during certain periods, by oral, written, or decrease notification that the QS cause the Facility to reduce corput to a level below the Committed Capacity but not lower than the Fasility's Minimum Load. FPL shall provide as much notice as practicable, normally such notice will be of at least four (4) hours. The frequency of such request shall not exceed eighteen (18) times per colonile year and the duration of such request shall not exceed four (4) hours

8.4.9FPL's exercise of its rights under this Section 8 shall not give rise to any hability or payment obligation on the part of FPL. including any claim for breach of contract or for breach of any covenant of good faith and fair dealing.

#### 4. Completion/Ferformance Security

The security contemplated by this Section 9 constitution accuraty for, but is not a limitation of, QS's obligations have and shall not be FPL's exclusive remedy for QS's failure to perform an accordance with this Agreement.

9.1 As security for the achievement of the Guaranteed Capacity Delivery Date and unitsfactory performance of its obligations harcaselar, the Q5 shall provide EPL either, (a) an inconditional, incorosible, standby letter of credits) with an expiration date no cachier than the end of the first (1st) assuversary of the Capacity Delivery Date (or the next business day thereafter), issued by a U.S. commercial bank or the U.S. branch of a foreign bank having a Credit Reting of A- or higher by S&P or A3 or higher by Moody's (a "Qualified Issuer") in from and substance acceptable to FPL (including provisions (i) permitting partial and full draws and (ii) permitting FPL to draw in full if such letter of crofit is not renewed or replaced as required by the terms hereof at least thirty (30) business days prior to its expiration date) ("Letter of Crede"), (b) a beest, assued by a financially sound Company acceptable to FFL and in a form and substance acceptable to FFL. ("Bond"), or (c) a cash collateral deposited with FPL ("Cash Collateral") (any of (s), (b), or (c), the "Completion/Performance Security"). Completion Performance Security shall be provided in the amount and by the date listed below:

(a) \$50.00 per kW (for the number of kW of Committed Capacity set forth in Section 5.1) to be delivered to FPL within five (5) Inminess days of the Effective Date and

(b) \$100.00 per kW (for the number of kW of Committed Capacity set forth in Section 5.1) to be delivered to FPL two years before the Committeed Conscity Delivery Date.

"Credit Rating" means with respect to any untity, on any date of determination, the respective ratings then assigned to such untity's insecured, senior long-term debt or deposit obligations (not supported by third party crofit enhancement) by S&P, Moody's or other specified rating agency or agencies or if such entiry does not have a rating for its unsecured, somer long-term debt or deposit obligations, then the rating assigned to such entity as its "conjunate credit rating" by S&P

(Continued on Short No. 9 037)

Issued by: Tiffany Cohen, Director, Rates and Turiffs

Effective: June 5, 2018

Ninth Revised Sheet No. 9.037 Cancels Eighth Revised Sheet No. 9.037

(Continued from Sheet No. 9.036)

"Moody's" means Moody's Investors Service, Inc. or its successor.

"S&P" means Standard & Poor's Ratings Group (a division of The McGraw-Hill Companies, Inc.) or its nuccessor.

- 9.2 The specific security instrument provided for purposes of this Contract is:
- ( ) Letter of Credit.
- () Bond.
- () Cash Collateral.
- 9.3 FPL shall have the right to monitor (a) the financial condition of the insurr of a Letter of Credit in the event any Letter of Credit is provided by the QS, and (b) the insurer, in the case of any Bond. In the event the issuer of a Letter of Credit no longer qualifies an Qualified Issuer or the issuer of a Bond is no longer financially second, FPL may require the QS to replace the Letter of Credit or the Bond, as applicable. Such replacement Letter of Credit or bond must be issued by a Qualified Issuer or a financially second issues, as applicable, within ten (10) business days following written notification to the QS of the requirement to replace. Failure by the QS to comply with the requirements of this Section 9.3 shall be grounds for FPL to draw in full on the existing Letter of Credit or bend and to exercise any other remedies it may have heretaster.
- 9.4 Notwellstrading the foregoing provisions of this Section 9, pressure to FPSC Rule 25-17-091(4), F.A.C., a QS qualifying as a "Solid Waste Facility" parsears to Section 377.709(3) or (S), F.S., respectively, may use an unsecond written commitment or promise to pay in a form reasonably acceptable to FPS., by the local government which some the Facility or on whose behalf the QS operates the Facility, to secure its obligation to scheme on a timely basis the Capacity Delivery Date and the satisfactory performance of its obligations bereamder.
- 9.5 FPL shall be entitled to draw the Completion/Performance Security to satisfy any obligation or liability of QS arising pursuant to this Contract.
- 9.5.1 If the QS fails to achieve the Capacity Delivery Date on or before the in-service date of the Aveided Unit or such later date as permitted by FPL pursuant to Section 3.6, FPL shall be critical immediately to receive, draw upon, or return, as the case may be, one-hundred (196%) of the Completion Performance Security in liquidated damages free from any claim or right of any nature whistoorer of the QS, including any equity or right of redemption by the QS. The Parties acknowledge that the injury that FPL will suffer as a result of delayed availability of Committed Capacity and energy is difflicult to essentian and that FPL may accept such sums as liquidated damages and resent to any other remoders which may be available to it under law or in equity.
- 9.5.2 In the event that FPL requires the QS to perform one or more Committed Capacity Test(s) at any time on or before the first anniversary of the Capacity Delivery Date pressant to Section 5.3 and, in connection with any such Committed Capacity Test(s), the QS fails to demonstrate a Capacity of at least one-hundred percent (100%) of the Committed Capacity set forth in Section 5.1, FPL shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred percent (100%) of the Completion-Performance Security as liquidated damages free flore any claim or right of any nature whatsoever of the QS, including any aguity or right of redemption by the QS.
- 9.5.3 QS shall promptly, but in no event more than five (5) business stays following any draws on the Completion/Performance Security, replenish the Completion/Performance Security to the amounts engaged herein.
- 9.6 The QS, as the Piedgor of the Completion/Performance Security, hereby plodges to FPL, as the securid Party, as security for the achievement of the Capacity Delivery Date and satisfactory performance of its obligations between and gunts to FPL a flut priority continuing accounty interest in, lien on and right of set-off against all Completion/Performance Security transferred to or received by FPL hermatics. Upon the transfer or return by FPL to the QS of Completion/Performance Security, the security interest and lien granted between on that Completion/Performance Security will be released immediately and, to the extent possible, without any further action by either party.

(Continued on Short No. 9.030)

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First Revised Short No. 9.038 Cancels Original Short No. 9.038

### (Continued from Sheet No. 9.037)

9.7 In licu of any interest, dividends or other amounts paid or deemed to have been paid with respect to Cash Collabral, held by FPL (all of which may be retained by FPL). FPL will transfer to the QS on a morthly basis the interest Associat, as calculated by FPL.

"Interest Argoret" means, with respect to each morthly period, the aggregate start of the amounts of interest calculated for each day in that monthly period on the principal amount of Cash Collateral held by FPL on that day, determined by FPL for each such day as follows:

- (ii) ) the amount of that Cash Collatural on that day, multiplied by
- (y) ) the Interest Rate in effect for that day, divided

Ter (2) 360.

"Interest Rate" monts: the Federal Funds Overnight rate as from time to time in effect.

"Federal Finals Overright Bate" means, for the relevant determination date, the rate opposite the caption "Federal Funds (Effective)" as set forth for that day in the weekly statistical release designated as B.15 (519), or any successor published by the Board of Governors of the Federal Reserve System. If on the determination date such rate is not yet published in B.15 (519), the rate for that date will be the rate set in Composite 3.0 P.M. Quotations for U.S. Government Securities for that day under the caption "Federal Funds/Effective Bate." If on the determination date such rate is not yet published in either B.15 (519) or Composite 3.30 P.M. Quotations for U.S. Government Securities, the rate for that date will be determined as if the Parties had specified "USD-Federal Funds-Kellerine Dealers" as the applicationate.

### 16. Termination Fee

- 10.1 In the event that the QS receives capacity payments parament to Option B, Option C, Option D or Option E (as such options are defined in Appendix A and elected by the QS in Appendix E) or receives energy payments parament to the Fouril Firm Energy Psychetic Option (as such option is defined in Appendix A and elected by the QS in Appendix E) their, upon the termination of this Contract, the QS shall owe and be liable to FPL for a termination fee calculated in accordance with Appendix C (the "Termination Fee"). The QS's obligation to pay the Termination Fee shall survive the termination of this Contract. FPL shall provide the QS, on a monthly basis, a calculation of the Termination Fee.
- 10.1.1 The Termination Fee shall be secured (with the exception of governmental solid waste facilities covered by FPSC Rule 25-17.091 in which case the QS may use an insecured written commitment or promise to pay, in a form masonably acceptable to FPL, by the local government which owns the Facility or on whose behalf the QS operates the Facility, to secure its obligation to pay the Termination Fee) by the QS by: (a) an incommitted, irrevocable, standby letter(s) of ordeld issued by Qualified Issuer in form and substance acceptable to FPL (including provisions (a) permitting partial and full draws and (b) permitting FPL to draw upon such letter of credit, in full, if such letter of credit is not removed or replaced at least thiny (20) business they prior to its suptration that, ("Termination Fee Letter of Credit"); (b) a bond, award by a financially sound Company and in a form and substance acceptable to FPL, ("Termination Fee Bond"); or (c) a cash collateral deposit with FPL ("Termination Fee Cash Collateral") (any of (a), (b), or (c), the "Termination Security").
  - 10.1.2The specific security instrument selected by the QS for purposes of this Contract is:
  - ( ) Termination Fee Letter of Credit
  - Terranation Fee Bond
  - ( ) Termination Fee Cash Collateral
- 10.1.3 FPL shall have the right to mentor the financial condition of (i) the issuer of a Termination Fee Letter of Credit in the case of any Termination Fee Letter of Credit and (ii) the insurer(s), in the case of any Termination Fee Bond. In the event the issuer of a Termination Fee Letter of Credit is no longer a Qualified Issuer or the issuer of a Termination Fee Bond is no longer financially sound, FPL may require the QS to replace the Termination Fee Letter of Credit or the Termination Fee Bond, as applicable. In the event that FPL notifies the QS that it requires such a replacement, the replacement Termination Fee Letter of Credit or Termination Fee Bond, as applicable, must be issued by a Qualified Issuer or financially sound company within ten (10) business days following such notification. Failure by the QS to comply with the requirements of this Section 10.1.2 shall be grounds for FPL to draw in full on any existing Termination Fee Letter of Credit or Termination Fee Bond and to courses any other remedies it may have becomed:

(Continued on Short No. 9 039)

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

First Revised Sheet No. 9.039 Cancels Original Sheet No. 9.039

### (Centinued from Short No. 9.038)

- 10.1.4 After the close of each calcular quarter (Match 31, June 30, September 30, and Discouber 31) occurring subsequent to the Capacity Delivery Date, the QS shall provide to FFE, within ten (10) business days of the close of such calcular quarter with winter assurance and documentation (the "Security Documentation"), in form and substance acceptable to FPE, that the amount of the most recently provided Temmation Security is sufficient to cover the balance of the Temmation Fee. In addition to the fivegoing, at any time during the term of this Contract. FPE, shall have the right to request, and the QS shall be obligated to deliver within five (5) business days of such request, such Security Documentation. Failure by the QS to comply with the requirements of this Section 10.1.3 shall be grounds for FPE, to draw in full on any mixing Termination Fee Letter of Credit or Termination Fee Bond or to retain any Termination Fee Cash Collateral, and to excrease any other remedies it may have beneareded to be applied against any Termination Fee that may be the and owing to FPE, or that may in the future be due and owing to FPE.
- 10.1.5 Upon any turnimation of this Contract following the Capacity Delivery Date. FPL shall be critited to receive (and in the case of the Termination Fee Letter of Credit or Termination Fee Bond, draw upon such Termination Fee Letter of Credit or Termination Fee Bond; and retain one-hundred percent (100%) of the Termination Security to be applied against any Termination Fee that may be due and owing to FPL or that may in the finiture be due and owing to FPL FPL will transfer to the QS any proceeds and Termination Security remaining after liquidation, set-off and/or application under this Article after satisfaction in full of all amounts payable by the QS with respect to any Termination Fee or other obligations due to FPL, the QS in all events will remain hable for any amounts remaining unpaid after any liquidation, set-off and/or application under this Article.
- 10.2 The QS, as the Fledger of the Termination Security, hearby pledges to FPL, as the secured Party, as security for the Termination Fee, and grants to FPL a first pricety continuing security interest in, hen on and right of set off against all Termination Security transferred to or received by FPL betweeker. Upon the transfer or return by FPL to the QS of Termination Security, the security interest and lefter matter.
- 10.3 In lieu of any interest, dividends or other amounts poid or deemed to have been paid with respect to Termination Fee Cash: Collateral held by FPL (all of which may be retained by FPL), FPL will transfer to the QS on a monthly basis the Interest Amount, Purmant to Section 9.7.

## 11. Performance Factor

FPL desires to provide an incentive to the QS to operate the Facility during on-peak and off-peak periods in a manner which approximates the projected performance of FPL's Avoided Unit. A formula to achieve this objective is attached as Appendix B.

(Continued on Short No. 9.040)

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

Fourth Revised Sheet No. 9.040 Cancels Third Revised Sheet No. 9.040

(Continued from Short No. 9 039)

# 12. Default

Notwithstanding the occurrence of any Force Magnure as described in Section 16, such of the following shall constitute an Event of Default:

- 12.1 The QS fails to most the applicable requirements specified in Section 1 of this Contract;
- 12.2 The QS changes or modifies the Facility from that provided in Section 1 with respect to its type, location, technology or flast source, without prior written approval from EPL.,
- 12.3 After the Capacity Delivery Date, the Facility fails, for twelve (17) consecutive ascents, to maintain an Arental Cagacity Billing Factor, as described in Appendix B, of at least 70%;
- 12.4 The QS fails to comply with any of the provisions of Section 9.0 lasteof (Completion/Performance Security).
- 12.5 The QS fails to comply with any of the provisions of Section 10.0 hereof (Termination Security).
- 12.6 The QS ceases the conduct of active business, or if proceedings under the foderal bankruptcy law or insolvency laws shall be truthfined by or for or against the QS or if a receiver shall be appointed for the QS or any of its assets or properties; or if any part of the QS's assets shall be attached, levied upon, ensurabeted, plodged, seized or taken under any judicial process, and such proceedings shall not be vacated or fully stayed within 30 days themod, or if the QS shall make an assignment for the lensefted criphicos, or admit in writing its inability to pay its debts as they become due.
- 12.7 The QS falls to give proper assumace acceptable to FPL of adequate performance as specified under this Contract within 30 days after FPL, with resocrable grounds for associately, has requested in writing such assurance.
- 12.8 The QS materially fails to perform as specified under this Contract, including, but not limited to, the QS's obligations under any part of Sections 8, and 18.
- 12.9 The QS falls to achieve the permitting, liconsing, confification, and all federal, state and local governmental environmental and licensing approvals required to initiate construction of the Facility by no later than one year prior to Gasaranteed Capacity Date.
- 12.10 The QS fails to comply with any of the provisions of Section 18.3 heroof (Project Management).
- 12.11 Any of the representations or warranties made by the QS in this Contract is false or misseading at any material respect.
- 12.12 The occurrence of an event of default by the QS under the Interconnection Agreement or any applicable. Wheeling Agreement,
- 12.13 The QS fails to satisfy its obligations under Section 18.14 heroof (Assignment).
- 12.14 The QS fails to deliver to FFL in accordance with this Contract any energy or firm capacity impaired to be delivered hereonder or the delivery or sale of any such energy and firm capacity to an entity officer than FFL.
- 12.15 The QS fails to perform any material covernant or obligation under this Contract not specifically mentioned in this Section 12.
- 12.16 If at any time after the Capacity Delivery Date, the QS reduces the Committed Capacity due to an event of Force Majetter and fails to repair the Facility and seatt the Committed Capacity to the level set 8nth in Section 5.1 (as such level may be notuced by Section 5.3) within twelve (32) months following the occurrence of such event of Force Majetter.

(Continued on Sheet No. 9.041)

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

First Revised Sheet No. 9.041 Cancels Original Sheet No. 9.041

(Continued from Sheet No. 9.040)

### 15. FPL's Rights in the Event of Default.

- 13.1 Upon the occurrence of any of the Events of Default in Section 12, FPL may:
- (4) terminate this Contract, without possibly or farther obligation, coppyt as set forth in Section 13.2, by written notice to the QS, and effect against any payment(s) due from FPL to the QS, any number otherwise due from the QS to FPL;
- (b) draw on the Completion Performance Security paramet to Section 9 or collect the Termination Fee paramet to Section 10 as applicable, and
- (c) ensector any other remody(see) which may be available to FPL at law or in again.
- 13.2 In the case of an Event of Delinit, the QS recognizes that any remoty at law may be undequain because this Contract is maight and/or because the actual damages of FPL may be difficult to reasonably ascertain. Therefore, the QS agrees that FPL shall be entitled to pursue an action for specific performance, and the QS waiver all of its rights to asset as a defense to each action that FPL's nemody at law is adequate.
- 13.3 Termination shall not affect the liability of either party for obligations arising prior to such termination or for damages, if any, twisting from any breach of this Contract

#### 14. Independing tion/Limits

- 14.1 FPL and the QS shall each be responsible for its own facilities. FPL and the QS shall such be responsible for enuring adequate suction 2.7 bulescuity to Company. or section 2.7 bulescuity to Company. or section 2.7 bulescuity to Company. Over the cover permitted by applicable law, to indemnify, per, defend, and hold learnings the other party (the "indemnifying Party") agrees, to the covert permitted by applicable law, to indemnify, per, defend, and hold learnings the other party (the "indemnifying Party") and its officers, directors, outgloyers, agrees and contractors (bernaudle called respectively, "FPL Estinies" and "QS Estinies") from and against any and all claims, demnade, costs, or expenses for law, damage, or injury to persons or property of the Indemnified Party (or to third parties) caused by, atting out of, or containing from (a) a broach by the Indemnifying Party of its coverants, representations, and warranties or obligations borroader, (b) any act or contained by the Indemnifying Party or its contractors, agents, servents or employees in connection with the installation or operation of its generation system or the operation thereof is committee with the attendance of the Indemnifying Party of the contractors, agents, servents or indemnifying Party or its contractors, agents, servents or employees.
- 14.2 Payment by an Indemnation Party will not be a combinen procedent to the obligations of the Indemnifying Party under Section 14 shall settle any claim for which it claims indemnification benoming without first allowing the Indemnifying Party that right to defined such a claim. The Indemnifying Party shall have no obligations under Section 14 in the event of a breach of the foregoing sentence by the Indemnified Party. Section 14 shall survive termination of this Agreement.
- 14.3 Limitation on Consequential, bradenial and hidred Damager. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE QS NOR FPF, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MIMMERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSENS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSERVAS, SUBBLIARIES OR AFFILIATES, SUCCESSORS OR ASSERVAS, SUBLECTORS, AGENTS, SUBBLIARIES OR AFFILIATES, SUCCESSORS OR ASSERVAS, FOR CLAIMS, SUBSCITUTE, SUPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL MALGRES CONNECTED WITH OR RESOLUTION FROM PERFORMANCE OR NON-PERFORMANCE OF THIS CONTEXT, OR ANY ACTIONS UNDERSTAKEN IN CONNECTION WITH OR RELATED TO THIS CONTEXT, DRUDGING WITHOUT LIMITATION, ANY SUCH DAMAGES WHELH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORY INCLUDING NIGILIOUNG NIGHT NIGHT OF MARGINETY PROVIDENCE ANY DAMAGES REQUIRES TO BE PAUD HEREUNDER ARE LIQUIDIATED, THE PARTIES A/KNOWLINGE THAT THE DAMAGES ARE DEFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDIATED DAMAGES ON STITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HERE IN SOME NATURE MASSURE OF DAMAGES AND DESECT DAMAGES AND EXCLUSIVE MEASURE OF DAMAGES AND

(Continued on Sheet No. 9 542)

Issued by: S. E. Romig, Exceetor, Rates and Toriffs

Effective: June 25, 2013

Second Revised Sheet No. 9.042 Cancels First Sheet No. 9.042

(Continued from Sheet No. 9.041)

ALL OTHER REMEINES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, PROVIDED, HOWEVER, THE PARTIES AGREE THAT THE PORTGORNO LIMITATIONS WILL NOT IN ANY WAY LIMIT LIABILITY OR DAMAGES UNDER ANY THERD PARTY CLAIMS OR THE LIABILITY OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLIFLY, INSCONDUCT, THE PROVISIONS OF THIS SECTION SHALL APPLY RECARDLESS OF FAULT AND BHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPRACTION OF THIS CONTRACT, NOTHING CONTAINED IN THIS AGREEMENT MIGHLE OR DEPOSITED TO SEEK INSTITUTE RELIEF.

#### 15. Immrance

- 13.1 The QS shall procure or cause to be procured, and shall maintain throughout the ordine terms of this Contract, a policy or policies of liability insurance issued by an insurer acceptable to FPL on a standard "Insurance Services Office" commercial general liability form (such policy or policies, collectively, the "QS insurance"). A certificate of monance shall be delivered to FPL at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the QS insurance shall contain (a) an endersement providing coverage, including products liability/completed operations coverage for the term of this Contract, and (b) a broad form contractual fiability undecomment covering liabilities (i) which might arise under, or in the performance or isosperformance of, this Contract and the Interconnection Agreement, or (ii) council by operation of the Facility or any of the QS's equipment or by the QS's failure to maintain the Facility or the QS's apaignment in satisfactory and safe operating confident. Effective at least fifture (15) calendar days prior to the syndromaxistism of the Facility with FPL's system, the QS insurance shall be amounted to include overage for inferruption or entailment of power supply in accordance with industry standards. Without limiting the foregoing, the QS laumence must be masseably acceptable to FPL. Any premium assessment or deductable shall be for the accordance of the QS and not FPL.
- 15.2 The QS Insurance shall have a minimum limit of one million dollars (\$1,000,000) per occurrence, combined single limit, for bookly injury (including death) or property damage.
- 15.3. In the event that such insurance becomes totally unavailable or procurement thereof becomes commercially impracticable, such unavailability shall not constitute an Event of Default under this Contract, but PPL and the QS shall enter into negotiators to develop substitute protection which the Parties in their reasonable judgment deem adequate.
- 15.4 To the extent that the QS immunes is on a "claims made" basis, the retroactive date of the policyties) shall be the effective date of this Contract or such other date as may be agreed upon to protect the interests of the FPL Entities and the QS Entities. Furthermore, to the extent the QS Instrument is on a "claims made" basis, the QS's duty to provide insurance coverage shall survive the termination of this Contract until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. To the extent the QS Instrumes is on an "occurrence" basis, such insurance shall be maintained in affect at all times by the QS during the term of this Contract.
- 15.5 The QS insurance shall provide that it may not be cancelled or materially altered without at least thirty (50) calendar days' written notice to FPL. The QS shall provide FPL with a copy of any material communication or notice adated to the QS insurance within ten (10) luminous days of the QS's receipt or issuance thereof.
- 15.6 The QS shall be designated as the named insured and FPL shall be designated as an additional named insured maker the QS Insurance shall be endorsed to be primary to any coverage maintained by FPL.

# 16. Force Majeure

Force Majoure is defined as an event or circumstance that is not within the reasonable control of, or the result of the negligence of, the affected party, and which, by the exercise of due diligence, the affected party is unable to overcome, avoid, or cause to be avoided in a commercially reasonable manner. Such events or circumstances may include, but are not limited to, acts of God, war, not or insurance, included, entirely or caused by its operation, luminatures, floods, strikes, lockouts or other labor disputes, explosions and fires not originating in the Facility or caused by its operation, luminatures, floods, strikes, lockouts or other labor disputes, difficulties (not caused by the failure of the affected party to comply with the terms of a collective bargaining agreement), or actions or restraints by court order or governmental authority or arbitration award. Force Majoure shall not include (a) the QS's ability to sell capacity and energy to another market at a more advantageous price; (b) equipment breakdown or inability to use squament onmed by the disage, construction, operation, maintenance or inability to most regulatory standards, or otherwise caused by an avent originating in the Facility; (c)) a failure of performance of any other entity, including any entity providing electric transmission service to the QS or content that such failure was caused by an event that would otherwise quality as a Porce Majoure event, (d) failure of the QS to timely apply for or other permits.

(Confinued on Short No. 9,043)

First Revised Sheet No. 9.043 Cancels Original Sheet No. 9.043

(Continued from Sheet No. 9.042)

16.1 Except as otherwise provided in this Contract, each party shall be excused from performance when its nonperformance was caused, directly or undreatly by an event of Force Majoure.

16.2 In the event of any delay or nonperformance resulting from an event of Force Majeure, the party claiming Force Majeure shall notify the other party in writing within two (2) business days of the occurrence of the event of Force Majeure, of the nature, cause, date of common content thereof and the antecipated extent of such delay, and shall instead whether any deadlines or date(a), imposed herounder truy be affected thouby. The suspension of performance shall be of no greater scope and of no greater deadlines than the cure for the Force Majeure requires. A party charming Force Majeure shall not be entitled to any reliaf therefore unless and until conforming notice is provided. The party claiming Force Majeure shall notify the other party of the cessation of the event of Force Majeure or of the conclusion of the effected party's care for the event of Force Majeure, in either case within two (2) business days thereof.

16.3 The party claiming Force Magnur shall use its best effects to cure the cause(s) preventing its performance of this Contract, provided, however, the settlement of strikes, lockouts and other labor disputes shall be certified; within the discretion of the affected party, and such party shall not be required to settle such strikes, lockouts or other labor disputes by according to decimals which such party degree to be unflavorable.

16.4 If the QS suffers an occurrence of an event of Force Majoure that reduces the generating capability of the Facility below the Committed Capacity, the QS may, upon notice to FPL, temporarily adjust the Committed Capacity as provided in Sections 16.5 and 16.6. Such adjustment shall be effective the first calcular day immediately following FPL's receipt of the notice or such later date as may be specified by the QS. Furthermore, such adjustment shall be the minimum amount necessitated by the event of Force Majoure.

16.5 If the Facility is mediated completely inoperative as a result of Force Majoure, the QS shall temporarily set the Committed Capacity equal to 0 KW until such time as the Facility can partially or fully operate at the Committed Capacity that existed prior to the Force Majoure. If the Committed Capacity is 0 KW, FPL shall have no obligation to make capacity payments haveneder.

16.6 If, it any time during the occurrence of an event of Force Mayerre or during its cure, the Facility can partially or fully operate, then the Committed Capacity at the maximum capability that the Facility can reasonably be expected to operate

16.7 Upon the costation of the event of Force Majourn or the conclusion of the cure for the event of Force Majourn, the Committed Capacity shall be restored to the Committed Capacity that existed immediately prior to the Force Majourn. Notwithstanding any other provision of this Contract, upon such costation or cure. FPL shall have the right to require a Committed Capacity Test to demonstrate the Facility's compliance with the requirements of this section 16.7. Any Committed Capacity Test required by FPL under this Section shall be additional to any Committed Capacity Test under Section 5.3.

16.8 During the occurrence of an event of Force Majoure and a reduction in Committed Capacity under Section 16.4, all Monthly Capacity Payments shall reflect, pro rata, the seduction in Committed Capacity, and the Monthly Capacity Payments will continue to be calculated in accordance with the pay-for-performance provisions in Appendix B.

16.9 The QS agrees to be responsible for and pay the costs necessary to reactivate the Facility under the interconnection with FPL's system if the same is (an) condend inoperable that to actions of the QS, its agents, or Force Majoure excests affecting the QS, the Facility or the interconnection with FPL. FPL agrees to reactivate, at its own cost, the interconnection with the Facility in circumstances where any interruptions to such interconnections are caused by FPL or its agents.

# 17. Representations, Warranties, and Covenants of QS

The QS represents and warrants that as of the Effective Date and for the term of this Contract.

17.1 Organization, Standing and Qualification

(Continued on Short No. 9.944)

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

Effective: August 18, 2009

Second Revised Sheet No. 9.044 Cancels First Sheet No. 9.044

(Continued from Sheet No. 9.043)

17.2 Due Authorization, No Approvals, No Definits, etc.

### 17.3 Compliance with Laws

The QS has knowledge of all laws and business practices that must be followed in performing its obligations under this Contract. The QS is in compliance with all laws, except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on the QS or FPL.

### 17.4 Governmental Approvals

Except as expressly commuplated herein, neither the execution and delivery by the QS of this Contract, nor the consummation by the QS of any of the transactions contemplated thereby, sequires the consent or approval of, the giving of notice to, the negativation with, the recording or filing of any document with, or the taking of any other action in respect of governmental authority, except in respect of permits (a) which have already been obtained and are in full ferce and effect or (b) are not yet required (and with respect to which the QS has no reason to believe that the same will not be readily obtainable in the ordinary course of business upon the application therefore).

### 17.5 No Suro, Proceedings

There are no octobe, suits, proceedings or investigations pending or, to the knowledge of the US, threstened against it at law or in equity before any count or tribunal of the United States or any other jurisdiction which individually or in the aggregate could routh in any interest affect on the QS's business, properties, or assets or its condition, financial or offerwise, or in any impairment of its ability to perform its obligations under this Centraer. The QS has no knowledge of a violation or default with respect to any law which could result in any such materially adverse effect or impairment. The QS is not in breach of, in default under, or in violation of, any applicable Law, or the provisions of any authorization, or in breach of, in default under, or in conflict with any provision of any premisery note, indicitures or any evidence of indicitedness or security therefore, losse, contact, or other agreement by which it is bound, except for any such branches, defaults, violations or conflicts which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the bisiness or financial condition of flagor or its ability to perform its obligations becomed:

# 17.6 Environmental Matters

# 17.6.1 QS Representations

To the best of its knowledge after diligent impary, the QS knows of no (a) existing violations of any environmental laws at the Facility, including these governing hazardous materials or (b) pending, engoing, or unresolved administrative or enforcement investigations, compliance orders, classes, demands, actions, or other linguistics brought by governmental authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contest.

# 17.6.2 Ownership and Offering For Sale Of Renewable Energy Attributes

The QS tetains any and all rights to own and to sell any and all environmental attributes associated with the electric generation of the Facility, including but not limited to, any and all renewable energy sertificates, "green tags" or other tradable environmental interests (collectively "RECs"), of any description.

(Continued on Sheet No. 9 (L45)

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

Effective: August 18, 2009

Third Lourth Revised Sheet No. 9,045 Cancels ThirdSecond Revised Sheet No. 9,045

(Contened tives Sheet No. 1944)

17 s. f. Change in Environment and Critical mental Regulations

If now environmental and other regularity appartments enacted driving the jump of the Comman change EFL a little excitor) cost of the unit or stands we branch in branch or bran

11.5 (unrecessed int/9 bining Agreement

The QS has inscript an instrumentian automatic with FIV. or represent to beginn into a total and anticodistal instrumental agreement with the critic process arranged for Facility is beginn process to which the QS assume contradict responsibility to make any and all transmission related arrangements (archideg control area services) between the QS and the transmission related arrangements (archideg control area services) between the QS and the transmising utility for delivery of the Facility's capacity and energy to FPL.

17.8 Technology and Cenerator Capabilities

That for the term of this Contract the Technology and Generator Capabilities hable set forth in Section 1 is accounty and complete.

#### 18. General Provisions

1

18.1 Project Visbility

To assist FPL in assessing the QS's fluorical and technical viability, the QS shall provide the information and documents requested in Appendix D or substantially similar documents, to the extent the documents are evaluable. All documents to be considered by FPL must be substanted at the time this Contract is presented to FPL. Failure to provide the following such documents may result in a determination of non-viability by FPL.

DE 2Primate Stat Control

The QS burshy agrees to obtain used maintain Permits which the QS in required to obtain us a prorequisite to engaging in the activities specified in this Couract, QS shall also obtain and maintain Site Couract for the Term of the Contract.

### 18 3Proper Management

- 18.3.1 If requested by FFL, the QS shall submit to FFL its integrated project schedule for FFL's review within may calendar days from the execution of this Contract, and a start-up and test schedule for the Facility of least start calendar days prior to start-up and testing of the Facility. These schedules shall identify key licensing, persisting, construction and operating milestone dates and activities. If requested by FPL the QS shall submit progress reports in a form satisfactory to FPL every calendar receib small the Capacity Delivery Date and shall suitify FPL of any changes in such schedules within the calendar days after such changes are determined FPL stall have the right to monitor the construction, start-up and testing of the Facility, when one-size or off-site. FPL's technical review and impections of the Facility and resulting regrests, if any, shall not be construct as andoning the design theoretic on an uny warranty as to the safety, durability of the Facility.
- 18.3.2 The QS shall provide ETL with the faul designer symmetricities a governor capability curves, protective relay types, proposed protective relay settings, main one-line diagrams, protective relay fluctional diagrams, and alternating current and direct current classestary diagrams for review and suspection at EPL as later than one handred againty calendar days prior to the initial syndromization date.

### 18.4 Assignment

This Agreement shall some to the beautit of and shall be bracking open the Parties and their properties recognizes and assigns. This Agreement shall not be assigned or transferred by either Party without the prior within consent of the other Party, such opened to be granted or withhold in such other receives a few described of CRI other Agreement and the consent of the other party with order to be uponed or within the consent of the other party with any other as consent of the other party may without as consent of the other party. Except the agreement of the other party without as consent of the other party without the party of the other party of the other party without the party of the other party of the other party of the other of the other of the other party of the other other

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In promoting the Common. EPs, they not not claimed it be payed upon in a credit of moment support for the health of any most particles in any or being strong or the instance of the QS or any an agency of the Common.

(Committee Start Sec 9.004)

First Second Revised Sheet No. 9.046 Cancels Virsathriginal Sheet No. 9 946

(Circumsel from Short No. 8-045)

19.6 Nettilization

All firms return testing to the Contract shall be decired stay given when delivered in present, or sent by regime out of contract mail, or sent by jox if followed annividuality with a copy and be required on antified mail, to the redictions designated below. The Parties designate the Sollowing and related to be passified or to whom payment that he are only such time or either Party furnishes the order Party. wealth and party or contact median individual

For the City

PARTIT. Florida Fower # Lagfé Cerrpare 200 Universe Baubiy and Juno Bouch, FL 33108 Arms: EMY Contracts Department

This against Commer and an existent documents may be presented no evaluar than 8.00 are 1021, on the effective data of the examined Offer Contract, as determined by the IPSC. Contracts and related documents may be enabled to the address below as delivered through search bearing the offer and the enables to the address below as delivered through the enables to the address below.

Florida Persus A: Light Compan 50 Universe Bookward, June Beach, FL 33409 Attention: Contracts Manager Coredinator EMT Contracts Department

16 Applicable Law

This Commet shall be construed in accordance with and governed by, and the rights of the Parties shall be consumed in accordance with, the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies, without regard to conflict of law rules thereof.

18.8 Venue

The Parties lenelty injerceably submit to the analysive pendiction of the United States District Court for the Southern District of Florida or, in the event that jurisdiction for any matter counts be established in the United States District Court for the Southern District of Florida, in the state court for Palm Boach County, Florida, solely in respect of the interpretation and enforcement of the provisions of this Contract and of the documents referred to in this Contract, and in respect of the trainsections contemplated hereby, and hereby waive, and agree test to assert, as a defense in any setters, milt or proceeding the interpretation or enforcement hereof or of any much decrement, that is is not subject therein or that such action, and or proceeding may not be brought or in not maintenable in mid courts in that the venue. Beauty may not be appropriate or that this Contract or any such document may not be enforced to or by such courts, and the Parties benefit interviously agree that all claims with support to such action or preceding shall be heard and decumented to such a court. The Parties benefit shall be been during the decument of such a court. countries to said years any such court interferition over the persons of such Parties solely for each purpose and over the solesest motor of such dispute and agree that reading of process or other papers in correction with any walf action or proceeding in the manner provided in Section. ISS licrost or m such other names as one by permitted by Law shall be valid and sufficient envice thereof

(Continued on Short No 9:047)

Found by: 6. E. Bennin Efferty Column, Septer Disputer, Reministry Rains, Cod of Service and Section 19, Retained Landle.

Effective: Combon-4-2011

First Revised Sheet No. 9.047 Cancels Original Sheet No. 9.047

### (Continued from Short No. 9 (146))

IRP. Warver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THE CONTRACT IS LIKELY TO DIVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY BURY IN RESPECT OF ANY LITIGATION RESULTING FROM, ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT 60 NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED. EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE UNEST OF LITIGATIONS, SEEK TO ENFORCE THE FOREGOING WAIVER, (6) EACH PARTY WOULD TABLY AND (6) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS ON THEIS SECTION 18.9

#### \$8.10 Taxation

In the event that FPL becomes hable for additional taxes, including interest and/or penalties action from an Internal Revenue Service's determination, through sadd, ruling or other authority, that FPL's payments to the QS for capacity under Options B, C, D, E or for energy pursuent to the Fixed Firm Energy Payment Option D are not fully deductible when paid (additional tax liability), FPL may bill the QS monthly for the costs, including carrying charges, interest and/or penalties, associated with the fact that all or a portion of these capacity payments are not currently deductible for federal and/or state incerne tax purposes. FPL, at its option, may offset these costs against amounts due the QS betweender. These costs would be calculated so as to place FPL, in the same economic position in which it would have been if the entire capacity payments had been deductible in the period in which the payments were made. If FPL decides to appeal the Internal Revenue. Service's determination, the decision as its whether the appeal should be made through the administrative or publical process or both, and all subsequent decisions partiting to the appeal should be made through the administrative or publical process or both, and all subsequent decisions partiting to the appeal should be made through the administrative or publical process or both, and all subsequent decisions partiting to the appeal should be made through the administrative or publical

### 18.11 Severability

If any part of this Contract, for any reason, is declared invalid, or unenformable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the nominder of the Contract, which semainder shall remain in force and affect as if this Contract had been executed without the invalid or usersforceable portion.

# 18.12 Complete Agreement and Amendments

All previous communications or agreements between the Parties, whether verhal or written, with reference to the subject matter of this Contract are hereby abrogated. No amendosem or modification to this Contract shall be bridging unless it shall be set first in writing and duty executed by both Parties. This Contract constitutes the entire agreement between the Parties.

### 19 13 Services of Contract

This Confract, as it may be amended from time to time, shall be binding upon, and mure to the benefit of, the Parties' respective successors-in-inferred and legal representatives.

### 18.14 Record Retention

The QS agrees to remin for a period of five (5) years from the date of termination hereof all records relating to the performance of its obligations hereunder, and to cause all QS Entities to retain for the same period all such records.

## 18 15 No Waiver

No waiver of any of the terms and conditions of this Contract shall be effective only in the specific instance and live the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the failure to insist on such strict performance.

(Continued on Short No. 9.040)

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

First Revised Sheet No. 9.048 Cancels Original Sheet No. 9.048

	(Continued from Sheet 5	No. 9.047)
18.16 Set-Off		
FPL stuy at any time homosolor	, but shall be under no obligation to, set off	any and all sums due from the QS against sums due to the Q
	h FPL's evaluation of FIN 46R.	
000011000000000000000000000000000000000		f Interpretation No. 46 (Revised Documber 2003) (*FIN 468;
as well as future amendments variable interest artify (as defin and make available to FPL all fl at inception of the FPA and per consolidated in the financial at determinal by FPL, for inclusi- lecturities and Exchange Corne release and SEC filing schedu independent auditors in comple performing any saidt percodus FPL. FPL will treat any inform	and interpretations of those rules, may requi- ted in FIN 4683, in the consolidated financial inancial data and other information, as domin- nodically as required by FIN 468. If the result attenuate of FPL, the QS agrees to provide fit on in disclosures contained in the feotractes to assisten ("SEC"). The QS shall provide this rel- ales, to be determined at FPL's discretion letting an assessment of the QS's asternal co- es necessary for the independent auditors to	re FPL to evaluate whether the QS must be consolidated, as statements of FPL. The QS agrees to fully cooperate with FP to accessory by FPL, to perform that avaluation on a timidy bas of an evaluation under FIN 46R indicates that the QS must be unical statements, together with other required information, to the financial statements and in FPL's required filings with thomation to FPL in a timefinance consistent with FPL's carming The QS also agrees to fully cooperate with FPL and FPL introls as required by the Surbanes-Oxicy Act of 2002 and issue their opinion on the consolidated financial statements in 18.17 as confidential information and shall only disclose size
IN WITNESS WHEREOF, 64	GK and FPL associated this Contract this	day of
	FLORIDA POWER & L	KIHT COMPANY
WITNESS		
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WITNESS		(Q8)
	Date	
	(1000)	

First Second Revised Sheet No. 9.050 Cample First Reissad Sheet No. 9.050

		A 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	for Customer-Owned Renewa er.1 = 10 kW or Less	MatJeneration	
TH	e Apr	womens, in mode and emissed and thor	day of	20	by and birthoun
no.d	FLO	HIDA POWER & LIGHT COMPANY ("FPL"). J. Jane Beach, FT 3309-0429	a Florida octooration with an add	tion of D.C. Com. 1400	Till Imme
	resi	AS, the Continue has requested to intercented	WITNESSETH	a handana in 190	Art links at the
		service grid at the Customer's presently metered		e garetraces, to aw	AC O'SHC ID EYE
		HEREFORE, for and in consideration of the me e as follows:	itual covenants and agreements l	serein set forth, the P	arties hereto covena
1		Initions  Gross Fower Rating means the total manufactions renewable generation system that will be intercinventer-based systems, the AC maneplate generating capacity by 0.85 in order to	connected to and operate in par enting capacity shall be raicul	allet with FPL's dis- lated by multiplying	ribation facilities. If the total installed I
	1.2	Capitalized Terms shall have the meanings a Interconnection and Net Metering of Castomer-		vice Commission R	nle 25-6.065 F.A.C
2	2.1	Customer-Owned renewable generation shall be a) does not exceed 90% of the Custome b) in 20 kW AC or less. Gross Power Rating for the Customer-owned re	er's utility distribution service re	ling, and	
		The Customer shall not be required to pay a system.			
	23	In order to commence the process for interconn	ection the Customer shell provid	e FPL a completed a	oplication.
1	31.	Customer-owned renewable generation shall be by a manufacturer to a nationally recognized laboratory for continuous interactive operation and standards of IEEE 1547, IEEE 1547. I, and Customer-owned renewable generation shall inc Section 3.1 above, that performs the function of the electric grid in the event the electric grid los The Customer shall be responsible for prote protective devices, and other system compount	testing and certification laboral with an electric distribution syst UL 1741. finds a utility-interactive inverter automatically isolating the Cust is power. exting its Customer-owned on	tory, and has been to em in compliance wi r, or other device cert other-owned generation rewable generation	ested and listed by the the applicable cool if the applicable cool if ed pursuant to on equipment from equipment, inverte
	3.4	that every on the FPL system in delivering and, recompile generation equipment is imported, a mount that it is operating cornelly and safely. The Chickmer agrees to provide Local fluiding shall reflect that the local code official has me and has not all electrical and mechanical qualifi-	estating power, and shother to satisfaced, and tested in accordance of the control of the control of the control of the day in the control of the contr	ponsible by enumy uses with the minuth emflorow of mobile	that Customer (va) oncer's intriudious gion. The contilion
		rCenta	miel on Sheet No. 9.051)		

First Revised Sheet No. 9.051 Cancels Original Sheet No. 9.051

(Continued from Sheet No. 9.050)

- 3.5 The Customer shall notify FPL at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.
- 3.6. Interconnection Agreement shall be executed by FPI, within thirty (30) calcular days of receipt of a completed application.

# 4. Inspection and On-going Compliance

4.1 FPL will provide Customer with as much notice as reasonably practicable, either in writing, e-mail, factamile or by phone as to when FPL may conclust inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FPL's legal obligation to provide service to its Customers.

# 5. Manual Disconnect Switch

- U.L.1741 Listed, invertex-based Tier 1 customer-owned renewable generation systems do not require a customer-installed manual disconnect switch.
- 5.2 Other outcomer-owned Tier I renovable generation systems that are not U.L. 1741 inverter based. FPL shall require the Customer to install, at the Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-owned recreasible generation and any Customer wiring councied to FPL's system. The manual disconnect switch shall be mounted separate from, but adjocent to, the FPL meira socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be sapable of being locked in the open position with a single FPL utility politics.
- 5.3 In the event that FPL has determined with respect to the Customer-owned renewable generation that the installation of a manual disconnect switch or switches adjacent to EPL's meter socket would not be practical from a safety perspective und/or design considerations in accordance with good engineering practices, and FPL and the customer agree upon a location on the customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.2 above, each manual disconnect switch shall be mounted separate from FPL's meter socket at a location agreed to by the Customer and FPL, and the customer shall sustall a permanent weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch or switches.

# 6 Disconnection / Reconnection

6.1 FPL may open the manual disconnext switch, if available, or disconnect the Customer's meter, pursuant to the conditions set forth in Section 6.2 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessaristing such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessaristing disconnection has been remoded.

(Continued on Short No. 9.052)

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

First Revised Sheet No. 9.052 Cancels Original Sheet No. 9.052

(Continued from Sheet No. 9-051)

- 6.2 FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons:
  - a) Emorgencies or maintenance requirements on FPL's system;
- Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL; and
- Adverse electrical effects, such as power quality problems, on the electrical equipment of FFL's other electric consumers caused by the Customer-owned researchle percention as determined by FPL.

# 7. Modifications/Additions to Customer-owned Renewable Generation

- 7.1 If the Customer-owned reservable generation system is subsequently modelied in order to increase its Gross Power Rating, the Customer must notify FPL by submitting a new application and Interconnection Agreement specifying the modification at least thirty (30) calendar days prior to making the modification.
- 7.2 If the Customer adds another Customer-owned renewable generator system which (.) Utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems, and ii.) Utilizes a separate utility interactive inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (30) calendar days notice prior to installation.
- 7.3 In the bound any Customer me-differentiess or additions result in the input to any FTL meter so or to qualify as a Tier 2 or Tier 3 system, then all terms and conditions, including appropriate notice, of the Interconnection Agreement for Tier 2 or Tier 3 system shall apply.
- 7.4 The Interconnection Agreement which applies in instances described in Sections 7.1, 7.2, and 7.3 above shall be determined by the combined gross power rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new loberconnection. Agreement. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW Gross Power Rating.

### 8. Indemnity

- 8.1 Contomer, to the extent persuited by law without waiving or limiting any defense of sovereign immunity, shall indemnify, hold harmless and defend FPI, from and against any and all judgments, Jossen, damages, claims relating to injury to or death of any person or damage to property, (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPI. Nothing hardes shall be intended to some as a waiver or limitation of Customer's societying immunity defense as allowed by law.
- 8.2 FPL shall indemnify, hold harmless and defined Customer from and against any and all judgments, lossos, damages, claims relating to injury to or death of any person or damage to properly (including FPL's transmission system), fines and penalties, costs and expenses using out of or mailting from the operation of FPL's system, except in those instances where such loss is due to the negligent action or inactions of the Customer.

(Confinued on Sheet No. 9.053)

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

Second Revised Sheet No. 9.053 Cancels First Sheet No. 9.053

(Continued from Short No. 9 052)

# 9. Limitation of Liability

9.1 Liability under this Interconnection Agreement for any loss, nost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or emission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indomnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

#### 10. Assignment

- 10.1 The Interconnection Agreement shall be assignable by either Party upon thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be turnesconably withheld or delayed.
- 10.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement, or execute a new Interconnection Agreement.

### Insurance

11.1 FPL recommends that the Customer maintain Liability Insurance for Personal Injury and Property damage in amount of not less than \$100,000 during the entire term of this Interconnection Agreement to the extent permitted by law. For government entiries, the policy coverage shall not exceed the entity's maximum liability established by law.

# 12. Renewable Energy Certificates

12.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned energyable generation equipment, any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

### 13. Lease Agreements

- 13.1 The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.
- 13.2 The Customer shall not enter into any lease agreement that results in the retail purchase of electricity, or the retail sale of electricity from the Customer-owned renewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Customer has extered such an agreement, the Customer shall be in breach of this Interconnection Agreement and the lessor may become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

# 14. Dispute Resolution

14.1 Disputes between the Parties shall be landled in accordance with infraction 11 of Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-award renerable generation.

# 15 Effective Date

15.1 The Customer must execute this Interconnection Agreement and return it to FPL at least thirty (30) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

### 16. Termination

16.1 Upon termination of this Interconnection Agreement, FPI, shall open and pudlock the manual discourant switch, if applicable, and associated FPI, equipment. At the Customer's expense, the Customer agrees to permanently discourant the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the discounted procedure has been completed.

(Continued on Sheet No. 9.053.1)

Original Sheet No. 9.053.1

(Continued from Sheet No. 9.053)

# 17. Amendments to Florida Public Service Commission Rules

17.1 FPL, and Customer recognize that the Florida Patific Service Commission rules may be amended from time to time. In the event that Florida Pathlic Service Commission rules are modified, FPL and Contenue agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the anunded Florida Public Service Communion rules.

# 18 Entire Agreement

18.17his interconnection Agreement supersedes all previous agreements or representations, wither written or igal, burefoliosizi, efficit between FPL and the Customar, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties bereto.

# 19. Governmental Entities

19.1 For these customers, which are government entities, provisions within this agreement will apply to the extent the agency is little logally barred from executing such provisions by State or Federal law.

(Continued on Short No. 9 054)

First Revised Sheet No. 9.054 Cancels Original Sheet No. 9.054

IN WITNESS WHEREOF, the Furthes hereto have coursed this Interconnection Agreement to be duly executed the day and year above written.  CUSTOMER  (Signature)  (First or Type Name)  FLORIDA POWER & LIGHT COMPANY  (Signature)  (Print or Type Name)  Title  (Print or Type Name)  Title  Least - scan and e-mail to Netmeletring@fpl.com  Mail - seed to:  Net Meteoring  FFL. CSF78CS  4200 West Finaler Street  Afterni, FL. 33134  FAX - 305-552-2275		(Continued from Short No. 9.053.1)
(Frint or Type Name)  Title		the Parties hereto have caused this Interconnection Agreement to be duly executed the day and year fir
(Print or Type Name)  FLORIDA POWER & LIGHT COMPANY  (Signature)  (Print or Type Name)  Tide:  The completed agreement may be submitted to FPL by:  E-stall - scan and e-mail to Normeletting@fpl.com  Mail - send to: Net Meteoring	CUSTOMER	
FLORIDA POWER & LIGHT COMPANY  (Signature)  (Print or Type Name)  Title:  The completed agreement may be submitted to FPL by:  E-mail - send to: Net Metering: FPL - CSF/SCS 4200 West Flagler Street Nimes; FL - 33134	(Signature)	
(Signature)  (Print or Type Name)  Title:  The completed agreement may be submitted to FPL by:  E-mail - some and e-mail to Netmetering@fpl.com  Mail - send to: Net Metering.  FPL - CSF/SCS 4200 West Flagler Street Misma, FL 33134	(Print or Type	Name)
(Print or Type Name)  Title:  The completed agreement may be submitted to FFL by:  E-mail - sear and e-mail to Netmetering@fpl.com  Mail - send to: Net Metoring.  FFL - CSF/SCS 4200 West Flagler Street Minma, FL 33134	Title	
(Print or Type Name)  Title:	FLORIDA POWER & LIC	HT COMPANY
Trife:  The completed agreement may be submitted to FPL by:  E-mail - scan and e-mail to Netmeterings@fpt.com  Mail - send to: Net Metering.  FPL - CSF/SCS  4200 West Flagler Street Misma, FL 33134	(Signature)	
The completed agreement may be submitted to FFL by:  E-mail - scan and e-mail to Notinetering@fpt.com  Mail - send to:  Not Metoning.  FFL - CSF/SCS  4200 West Flagler Street  Misms, FL 33134	(Print or Type N	ime)
E-mail - scan and e-mail to Netmeterings@fpt.com  Mail - send to: Net Metering.  FPt CSF/SCS 4200 West Flagler Street Mismi, FL 33134	Title	
Mail - send to: Net Metering. FPL - CSF/SCS 4200 West Flagler Street Misms, FL 33134	The completed agreement ma	ny be submitted to FFL by:
FPL - CSF/SCS 4200 West Flagler Street Mismi, FL 33134	E-mail - scan and e-mail to?	Setmetering@fpt.com
FAX - 905-352-2275	FPL - C8 4200 Wes	F/SCS It Flagler Street
	FAX - 305-552-2275	

Canrels First Original Short No. 9.055

	Interconnection Agreement for Customer Owned Renewahl Ther I – Greater than 10 kW and Less than or Equal to		
Dis	This Agreement, is easily and general one thin	20	by and framewo
-	(7tEndenni*), with an address of the control of the	HDA TOWER & 1	OFF COMPANY
100	("FPI") a Plicita continue with an abbin of the way Made. 700 Dayrons Boulevall, In		April 1 married by the
	WITNESSETH:	HOR DESIGNATION OF THE PARTY OF	
	WHEREAS, the Customer has requested to interconnect its Customer-owned renessable ger than or equal to 100 kW AC, to FPL's electrical service grid at the Customer's presently motors.		0 kW AC and less
	NOW, THEREFORE, for and in consideration of the mutual covenants and agreements be end agree as follows:	oun set forth, the Partie	s bereto covenant
1	Definitions     Const Power Rating means the total manufacturer's AC nameplate generating renewable generation system that will be interconnected to and operate in parall inverter-based systems, the AC nameplate generating expansity shall be estential nameplate generating expansity shall be estential nameplate generating expansity by 0.85 in order to account for linear during the con-	led with FPL's distributed by multiplying the	tion facilities. For total installed DC
	1.2 Capitalized Terms shall have the meinings set forth in the Florida Public Serv Interconnection and Net Metering of Customer-Owned Renewable Generation.	ice Commission Bule	25-6.065 F.A.C
2,	Customer Qualification and Fees     Customer Qualification and Fees     Customer-owned renewable generation shall have a Gross Fower Runing that     a) does not exceed 90% of the Customer's utility distribution service ratio     b) is greater than 10 kW AC and less than or equal to 100 kW AC.	g, and	
	Gross Power Rating for the Customer-owned renewable generations is  2.1 The Customer shall be required to pay an application fee of \$400 for this Tier 2.  2.2 In order to commence the process for interconnection, Customer shall provide it.		
1	<ol> <li>General Responsibilities of the Parties</li> <li>Costomer-owned renovable generation shall be considered certified for interconner a manufacturar to a nationally recognized testing, and certification laboratory, laboratory for continuous interactive operation with an electric distribution system and standards of IEEE 1547, IEEE 1547 I, and UL 1741. The Contomer shall personal conceasing generation complies with the foregoing standards. The manufacturarized for a written report.</li> <li>Contomer-owned renewable generation shall include a unlity-interactive inverted Section 3.1 above, that performs the function of automatically isolating the Contomer electric grid in the event the electric grid loses power.</li> <li>The Consomer shall be responsible for protecting its Contomer-owned renewable performed as a system components from damage from the goronal and absormed the FPL system in delivering and restoring power, and shall be responsible for a generation opapment in improted, manufactured, and testad in accordance with data.</li> </ol>	and has been tested in compliance with the cride a written report stater's specification share, or other device or over-owned generation of countries occupated. It is conditions and open treating that Custome	and listed by the ne applicable codes that the Costomer- sets will satisfy this reflied pursuant to equipment from the nverteen, protective from that occurr on costned renewable
	It is operating correctly and sofely  1.4 The Continues agrees to prevale Local Building Code (Alexa) impaction and car shall pellect that the local code efficial has impacted and certified that the initial and has met all electrical and mechanical qualifications.		
	Alternative Manual Co., Manual St., W. Addr.		

Original Sheet No. 9.056

### (Continued from Short No. 9.055)

- 3.5 The Customer shall notify FFE at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FFE, shall have the right to have personnel present on the in-service date.
- 3.6 Within ten (10) business days of receipt of the Customer's application; FPL shall provide worten notice that it has received all documents required for interconnection or indicate how the application is deficient. Within ten (10) business days of receipt of a completed application, FPL shall provide written notice verifying receipt of the completed application and in the event FPL elects to inspect the Tier 2 Customer-owned renewable generation, written notice shall also include dates for any physical impection (as set forth in Section 4.3, hereto) and inspection of documents (as set forth in Section 4.4, hereto) necessary to crossre compliance with this Interconnection Agreement and necessary for FPL to confirm compliance with Florida Public Service Commission Rule 23-6 065 F.A.C. Interconnection and Net Metering of Customer-owned renewable generation.
- 3.7 The Interconnection Agreement shall be exceeded by FPL within thirty (30) calendar days of receipt of a completed application.

### Impection and On Going Compliance

- 4.1 At FPL's election, FPL shall have the right to impect the Tier 2 Customer-owned renewable generation. All initial physical impections and irreportion of the Customer's documents must be completed by FPL within thirty (30) calendar days of receipt of the Customer's executed interconnection Agreement. If the irreportions are delayed at the Customer's request, the Customer shall contact FPL to exchedule an impection FPC shall reachedule the irreportion within tan (10) business days of the Customer's request. Physical irreportions and impection of documents must be completed and approved by FPL prior to communication of services of the Customer-owned outcomes generation system.
- 4.2 Any impection or observation by FPL shall not be deemed to be or constitued as any representation, assurance, guarantee, or warranty by FPL of the safety, durability, suitability, or reliability of the Customer-owned Renewable Generation or any associated control, protective, and safety devices owned or controlled by the Customer or the quality of power produced by the Customer-owned renewable generation.
- 4.3 FPL shall have the right to impact Customer-owned renewable generation and its component equipment to ensure compliance with this Interconnection Agreement. FPL's system inspections shall include, but shall not be limited to:
  - s) any installed manual disconnect switch, as applicable,
  - b) FPL's metering equipment;
  - c) Any additional metering equipment installed by Customer, and
  - (i) Customer utility-interactive inverter, protective device or other similar devices for compliance to applicable code and standards, as described in this Interconnection Agreement.
- 4.4 FPL shall also have the right to review Customer documents to ensure compliance with this Interconnection Agreement. FPL shall have the right to, at a minimum review.
  - technical design parameters of the system and the manufacture's installation;
  - b) operation and muritenance instructions to more compliance with IEEE and UL standards,
  - c) local inspection and certifications; and
  - d) other documents associated with specific installations.
- 4.5 FPC will provide Contener with as much notice as reasonably practicable, either in writing, e-mail, factoriale or by phone as to when FPE, will conduct importion under document review. Upon manual describes, or at any time without notice in the event of an emergency or hazardous condition, FPE, shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an importion or disconnection, or, if necessary, to meet FPC's legal obligation to provide service to its Customers.

(Continued on Sheet No. 9,057)

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

Effective: October 1, 2008

First Second Revised Sheet No. 9.057 Carnels Ortgood First Revised Sheet No. 9.057

(Continued from Sheet No. 9,056).

# Manual Discussed Switch

- 3.1 If the Construction is a first transfer of the position system do not require a submed to table?
- 6-5.1 Other common record like T promote promotes system due up pet U.S. 174) invented head-PPI, shall require the Customer's expense, a manual disconnect switch of the visible head break type to provide a separation point between the AC power output of the Customer-tweet recorded generation and any Connected to FPI, a system. The manual discounced worlds shall be mounted acquare from but adjacent to the FPI, notice worlds. The Contenter shall make both summed discounced switch shall remain reachly accessible to PPI, and be napulate of being locked in the open position with a surgle FPI, utility particely.
- 6.5.7.6.2.In the event that FPL has determined with respect to the Customer-owned encountry must be practiced from a safety perspective and/or design considerations in accordance with good argimentage practices and FPL and the consideration in accordance with good argimentage practices and FPL and the Customer agrees upon a location on the same as continued a permane for the metals or metals or writtees which meet all applicable sofety und/or design conscientations, then, pursuant to the conditions set forth in Section 5.13 shows such manual discounced switch shall be treatment against from FPL's interest solution agreed to by the Customer and FPL, and the national substantial a permanent womther-proof plaque adjacent to FPL's notice nockel uniforming the location of the mental discounced awards on writtees.

# Disconnection / Reconnection

- 6.) FPL may open the manual disconnect ewitch papersust to the conditions set forth in Section 6.3 below, emissing the Cartomer-would tenerable generation, withink prior notice to the Cartomer. To the extent practicable, however, prior notice shall be given. If prior notice is not given. FPL shall at the tops of disconnection leave a disc harger noticing the Continuer that its Disconnective amountaint generation of the condition accountaints, such action. FPL will reconnect the Customer-owned speculation as soon as practicable after the condition(a) accounting disconnection has been remedied.
- 6.2 Upon notice by FPL, the Customer shall be solely responsible to disconnect the Customer-owned renewable generation and Customer's other equipment if conditions on the FPL distribution system could adversely affect the Customer-owned emewable generation FPL will not be responsible for damage to the Customer-owned renewable generation system that to adverse effects on the distribution system Reconnection will be the Customer's responsibility and will not require an additional application.
- 6.3 FPL has the right to discorrect the Customer-owned renewable generation at any time. This may result for the following remone:
  - Emergencies or maintenance requirements on FPL's system;
  - Hazardoni conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL;
  - Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric
    communers owned by the Customer-owned renewable generation as determined by FPL, and
  - d) Failure of the Customer to maintain the required insurance coverage as stated in Section 11.1 below:

# Modifications/Additions to Customer-owned Renewable Generation

- 7.1 If the Contotror-owned recovable generation is unasquently modified in order to autroace in Gross tower Stating, the Contotror must middy FPL by submitting a new application and Interconnection. Agreement specifying the modification as Jenus theory Chirology generates making the modification.
- 1.2 If the Continues such another Customer-owned consends generation which is sufficed the same utility time software invertee, or other device certified parament to Section 3.1 above, for both systems, or is 3 utilized a separate utility inner-settinisments to other device certified parament to Section 3.1 above, for each system the Continues shall provide theny (30) coloridar days notice petros to installation.

(Continued on Short Soc 9.058)

First Revised Sheet No. 9.058 Cancels Original Sheet No. 9.058

(Continued from Sheet No. 9:057)

- 7.3 In the event any Customer medifications or additions result in the input to any FPI, motor so as to qualify as a Tier 3 systems, then all terms and condition, including appropriate notice, of the interconnection Agreement for Tier 3 systems shall apply. In no event shall the maximum output of the Customer-owned generation system(x), which is connected to the FPI, meter exceed 2 MW.
- 7.4 The interconnection Agreement which applies in instances described in Sections 7.1, 7.2, and 7.3 above shall be determined by the combined Gross Power Rating of the generation system(s) which is connected to the FTL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement.

### 8. Indemnity

- 8.1 Customer, to the extent permitted by law without waiving or limiting any defense of sevenign immunity, shall indenzully, hold hamdess and defend FPL from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to properly (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPL. Nothing herein shall be intended to serve as a waiver of limitation of Customer's sovereign immunity defense as allowed by law.
- 8.2 FPL shall indemnify, hold harmless and defend Customer from and against any and all judgments, losses, damages, claims rolating to injury to or death of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FPL's system, except in those instances where such loss is thus to the negligent action or inactions of the Customer.

## 9 Limitation of Liability

9.1 Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable atterney's fees, relating to or arising from any set or mission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incored. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

# 10. Assignment

- 10.1 The Interconnection Agreement shall be assignable by either Party upon thirty (30) calendar days' notice to the other Party and written consent of the other Party, which consent shall not be successorably withhold or delayed.
- 10.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement, or execute a new Interconnection Agreement.

# 11. Insurance

11.1 The Customer agrees to provide and maintain general liability insurance for personal and property damage, or sufficient guarantee and proof of self-insurance, in the amount of not less than \$1 million during the entire period of this Interconnection Agreement, to the extent permitted by law, traital proof of insurance shall be in the form of a copy of the policy or certificate of insurance attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection. For government entities, the policy coverage shall not exceed the entity's measurem liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

(Continued on Short No. 9 059)

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

First Revised Sheet No. 9.059 Cancels Original Sheet No. 9.059

(Continued from Sheet No. 9.058)

# 12 Renewable Energy Certificates

12.1 The Customer shall return any Renewable Energy Certificates associated with the electricity produced by their Customerowned introvable generation equipment, say additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

#### 13. Leave Agreements

- 13.1 The Customer shall provide FPE a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.
- 13.2 The Customer shall not enter into any lease agreement that results in the retail purchase of electricity, or the retail sale of electricity from the Customer-owned renewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection Agreement and the lessor may become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

# 14 Dispute Resolution

14.1 Disputes between the Parties shall be handled in accordance with subsection 11 of Rule 25-6:065 F.A.C. – Interconnection and Net Metering of Customer-Owned Renovable Generation.

### 15. Effective Date

15.1 The Customer must execute this listeroconection Agreement and seturn it to FPL at least thirty (50) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the interconnection Agreement.

# 16. Termination

16.1 Upon termination of this Interconnection Agreement, FPL shall open and padlock the manual disconnect awatch, if applicable, and remove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer owned renewable generation and associated equipment from FPL's electric service gnd. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

### 17 Amendments to Florida Public Service Commission Rules

17.1 FPL and Customes recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

# 18 Entire Agreement

ER1 This Interconnection Agreement supersedes all previous agreements or reprosentations, either within or end, herotofore in effect between FPI, and the Customer, made in respect to matters bearin contained, and when daly executed, this Interconnection Agreement constitutes the entire agreement between Parties Receto.

# 19. Governmental Entities

19.1 For these customers, which are government emittes, provisions within this agreement will apply to the extent the agency is not logally bound from executing such provisions by State or Federal low.

(Continued on Short No. 9-060)

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

FLORIDA POWER & LIGHT COMPANY	Original Sheet No. 9.060
(Continued from Sheet No. 5	2.059)
IN WITNESS WHEREOF, the Farties hereto have caused this Interconnectic above written	n Agreement to be duly executed the day and year first
CUSTOMER	
(Signutote)	
(Print or Type Name)	
Title:	
FLORIDA POWER & LIGHT COMPANY	
(Signature)	
(Print or Type Name)	
Title	
The completed agreement may be submitted to FPL by:	
E-mail - scan and e-mail to Netmetering@fpl.com	
Mail - send to: Net Metering FPL - CSF/SCS 4200 West Flugler Street Mineri, FL 33134	
FAX - 305-552-2275	

First Second Revised Sheet No. 9.865 Cancels <u>First Revised</u> Original Sheet No. 9.865

		rement for Costoner-Owned Renet ates than 190 kW and Less than or I				
lin Ager	coment, in made and entered may this	devel	20	also and limitage		
	minute in management of the contract of the co	( with an address	of			
the state of the state of	corporation with an address of P.Co. Res. vib.		POWER & LIGHT LOMPANY	Cald O's		
Hallan	Wiferant projectors of his man	WIENESSETTE	adi Frazienskie			
	EAS, the Concepts has required to entro 1 to 2 MW AC, to FPL's electrical service gr			EW AC and loss than		
	THEREFORE, for and in consideration of follows:	of the mutual covernants and agreeme	nts harate set forth, the Parties	hereto covenunt an		
Def	finitions  For the purposes of this interconnection a	agreement only, the following terms s	hall be defined as follows:			
1.1	Point of Interconnection/Change of Commercing cabinet where FPL's meter is 3	Ownership - The point at which the		ted to the legs in t		
1.2	Interconnection Facilities and Distr Interconnection/Change of Ownershap, electrically interconnect the Customer-o	including any modifications, addition	ous or apprades that are necess	side of the Point sury to physically a		
1.5	<ol> <li>Profest Utility Practice — Any of the prindustry during the relevant time period, light of the facts known at the time the maximable cost consistent with good but to be limited to the optimize practice, in or acts generally accepted in the region.</li> </ol>	i, or any of the proctices, methods and the decision was made, could have b minus practices, reliability, safety an authod, or act to the exclusion of all o	Lacts which, in the energies of a born expected to accomplish t of expedition. Product Utility P	reasonable judgment the desired result at ractice is not intend		
1.4		Established Industry Criteria - Criteria established by Institute of Electrical and Electronics Engineers (IEEE), the Florid Reliability Council (NERC) and the Foderal Energy Commission (FERC).				
1.5		Acceptable Level of Inquert to FPL's Electric System.—The proposed immerancetion does not have a negative impact on the reliability of the FPL's electric system or to its Contomers.				
1.6	Grow Power Rating means the total renewable generation system that wil inverter-based systems, the AC name nameplate generating capacity by 0.85	If he interconnected to and operate eplate generating capacity shall be	t in parallel with FPL's distri t calculated by inultiplying the	thuton facilities. F he tond imstalled I		
1.7	Other capitalized terms shall have the Interconnection and Net Metering of Co.			le 25-6.065 F.A.C.		
		shall Joint a Chrise Power Rating Stat Contours's mility-distribution nervino and less thin or equal to 2 MW AC				
	Com Form Raing for the Contents of	ovned muneville generations is.	EW AC			
2.2.	L. In order to commune the process for un	ecconnection, Content shall provide	FPL a completed application.			
2.3.	The Controor shall be required to pay uninconsisten report. This applicant Fast Track Screens which perform an a system, as such percoss is described in S	on fee shall cover the cost for process untial review and acressor of the pro-	oling the Customer's applicate pour linterconnection's impact	on and the cost of t		

Original Sheet No. 9,066

### (Continued from Sheet No. 9,065)

2.4. In the event the Custerner-owned convenies generation does not pass the Fast Track Screens and the Customer docts to proceed with an Interconnection Study, as described in Section 8, hereto, the Customer dual be required to pay an Interconnection Study fee of \$2,500.00. To the extent the actual costs of the Interconnection Study total less than \$2,000, the difference between the Interconnection Study fee and the actual costs will be refunded to the Customer within thirty (36) calendar days with no interest.

### 3. General Responsibilities of the Parties

- 3.1 Customer-event renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and cartification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741. The Customer shall provide a written report that the Customer-owned renovable generation complies with the foregoing standards. The number transfer approximation sheets will satisfy this requirement for a written report.
- 3.2 Customer-owned renewable generation shall include a utility-interactive inverter, or other device contified pursuant to Section 3.1 above, that performs the function of automatically isolating the Cudomer-owned generation againment from the electric grid in the event the electric grid loses power.
- 3.3 The Customer shall provide FPL with a one-line diagram depicting the Customer-owned renewable generation and matering equipment, to be set forth in Attachment I to the Interconnection Agreement and made a part hereof.
- 3.4 The Customer shall be responsible for protecting its Customer-ewood nurseable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on FPL system in delivering and restoring power, and shall be responsible for ensuring that Customer-owned conswable generation equipment is impacted, maintained, and tested in secondance with the manufacturer's instructions to ensure that it is operating correctly and safely.
- 3.5. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted and has been approved and has met all electrical and mechanical qualifications.
- 3.6. The Costomer shall notify FPL at least ten (10) calendar days prior to mittally placing Costomer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.
- 3.7. Within terr (10) humans days of receipt of the Customer's application, FPL shall provide written review that it has necessed all documents required for introconnection or indicate how the application is deficient. Within ten (10) business days of receipt of a completed application. FPL shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical impostion (as set forth in Section 4.3, hundry and impostion of documents (as set forth in Section 4.4, hence) recovery to ensure congliance with this interconnection Agreement necessary for FPL to confirm compliance with Florida Public Service Commission Rafe 25.6.065 F.A.C. interconnection and Net Metering of Customer-owned minosible protection.
- 3.8. The interconnection Agreement shall be executed by FPC, within thirty (36) calendar days of receipt of a completed application. If FPL determines that an interconnection Study is necessary for a Customer, FPL shall concurs the interconnection Agreement within ninety (36) calendar days of a completed application.

(Continued on Short No. 9.067)

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

Effective: October 1, 2008

Cancels First Beyland Communit Sheet No. 9.067

a Continued from Share him of the a

# Importion and On-Coing Compliance

- 8.1. All ential physical projections and empection of Customer's documents until be completed by PPC within thirty (80) calcular days of except of the Customer's occurred interconnection Agreement II the inspection is delayed at the Customer's request. the Customer's field contact PPC or restricted an important PPC shall reschedule the important within ion (10) Taximon days of the Customer's request Physical important and important of decement and important of decement.
- 4.3 Any imposition or observation by PW, shall risk be determed to be or comment as any representation, asserting, or warranty by FPL of the safety, dambility, entability, or reliability of the Contempt owned Renovable Generation or any associated control, protective, and safety devices award as controlled by the Customer or the quality of power produced by the Customer owned Renovable Generation.
- 4.3. PPL shall have the right to import Customer-owned renewable generation and its component equipment to ensure compliance with this Interconnection Agreement. FPL's system inspections shall include, but shall not be limited to:
  - any installed manual disconnect switch, as applicable;
  - b) FPL's metering equipment.
  - e) Any additional metering equipment installed by Customer, and
  - Customer utility interactive inverter, protective device or other similar devices for compliance to applicable code and standards, as described in this Interconnection Agreement.
- 4.4. FPL shall also have the right to review Customer documents to ensure compliance with this Interconnection Agreement. FPL shall have the right to, at a minimum review.
  - a) technical design parameters of the system and the manufacture's installation.
  - operation and maintenance instructions to ensure compliance with IEEE and UL standards;
  - e) local inspection and certifications; and
  - d) other dominents associated with specific installations.
- 4 S. EPL will provide Customer with as result notice as reasonably practicable, other in writing, e-mail, facionist or by phone as to when EPL will constant importunit and/or domainstit torage. Upon tensorable restant, or all any lines outland notice in the event of an emergency or hazardous condition. EPL shall have access to the Customer's premises for the purpose of accessing the manual discounters writing performing an asspection or discounterfain, or, if necessary, to meet EPL's local obligation to provide service to at Customers.

# 5. Manual Disconnect Swifeh.

- 5.1 CL 1241 hand contact and Top 1 and a contact man 1/4 president and the experience of the
- bit other and counted when A cross and a parameter of the counter that the variety hand break type to provide a separation point between the AC power output of the Continuer's expension point between the AC power output of the Continuer whenever the provider and any Continuer wiring armound to FPL's system. The minual discounted width dual by mounted expension from but adjacent to, the FPL metric sector. The Continuer that sector that work immunit decounter witch shall remain readily accomplise to FPL and be cognified to being locked in the open position with a single FPL utility podletic.
- 3.7 In the event that FPI, has determined in magect of the Contenue covered remember grantons that the mutalitation of a resumal discounted match or switches adjacent to FPI, a mater scoket would not be practical from a safety perspective unifor design considerations in accordance with good engineering practices, and FPI, and the engineering agree upon a location on the secondary of particles agree upon a location on the secondary of the contenues of or the entitle or entitles which meet all applicable series and/or design considerations, then, pursuant to the conditions are forth in Section 5.5.1 above, each, married discovers writely deal be mounted separate from FFI, a meter sector at a Togetton agreed to by the Contenue and FFI, and the entitless and all install a permanent mention surfed plaque refused to FFI, a meter sector indicating the location of the manual discounted wellship or switches.

(Communication Shoot No. 9 088)

First Revised Sheet No. 9.068 Cancels Original Sheet No. 9.068

### (Costinued from Sheet No. 9.067)

### 6 Disconnection / Reconnection

- 6.1. FPL may open the manual disconnect switch pursuant to the conditions set forth in Section 6.3 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.
- 6.2 Upon notice by FPL, the Customer shall be solely responsible to disconnect the Customer-owned ensewable generation and Customer's other equipment if conditions on the FPL distribution system could advessely affect the Customer-owned renewable generation. FPL will not be responsible for damage to the Customer-owned tenewable generation system due to adverse effects on the distribution system. Reconnection will be the Customer's responsibility and will not require an additional application.
- 6.3 FPI, has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons:
  - a) Emergencies or maintenance requirements on FPL's system;
  - Haandous conditions existing on FPL's system due to the operation of the Customer's generating or protective
    equipment as determined by FPL;
  - Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL; and
  - d) Failure of the Customer to maintain the required immrance coverage as stated in Section 13.1 below.

# 7 Modifications/Additions to Costoner-owned Renewable Generation

- 7.1. If the Customer-owned renewable generation is subsequently modified in order to increase its Gross Power Bating, the Customer must notify FPI, by submitting a new application and Interconnection Agreement specifying the modification at least thirty (30) calendar days prior to making the modification.
- F.2. If the Costomer adds another Customer-owned renewable generation system which: i.) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems, or ii.) utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (90) calendar days notice prior to installation.
- 7.3. The Interconnection Agreement which applies in instances described in Sections 7.1 and 7.2 above shall be determined by the combined Gross Power Rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW.

### 8. Interconnection Study Process

- M. I. Fast Track Screens
  - X1.1. Fast Track Science, described in Attachment 3 licency, provide for an initial review of Cladomer's request for interconnection which evaluates whether the Customer's request exceeds an acceptable level of impact to the FPI, electric system, consistent with pradest utility practice.
  - 8.1.2. In order to pass the Fast Track Screens, Customer's interconnection shall not exceed established industry criteria, as-set forth in the Interconnection Study Process and shall not require construction of Interconnection Facilities and Distribution Upgrades on EPL's electric system.
  - 8.1.3. If the Customer's interconnection request passes the Fast Track Science, the Customer's request shall be approved and Customer will be provided an executable Interconnection Agreement.

(Common on Sheet No. 9.009)

Issued by: S. E. Homig, Director, Bates and Tariffs

First Revised Sheet No. 9.069 Cancels Original Sheet No. 9.069

(Continued from Sheet No. 9,668)

8.2 In those instances, in which the Customer-owned renewable generation does not pass the Fast Track Screens the Customer may elect to proceed with an interconnection Study. In general, the purpose of the interconnection Study will be to better determine what material adverse impacts the Customer-owned renewable generation has on the FPL system and what facilities will be required to resolve such impacts.

### 8.3 Interconnection Study

- 8.3.1. The Interconnection Study Process shall be used by a Customer proposing to interconnect its certified Customer-owned renewable generation, in those instances in which such system did not pass the Fast Track Screens.
- 8.3.2. Upon Customer execution of the Interconnection Agreement, the Customer shall be obligated to pay for any and all costs for Interconnection Facilities and Distribution Upgrades identified in the Interconnection Study in order to interconnect the proposed Customer owned renewable generation.
- 8.3.3 The Interconnection Study fee shall be \$2,000.00 and will be invoiced to the Customer once it is dimensioned that an Interconnection Study will be required. This determination will be made within ten (10) business days after a completed application is received. To the extent the actual costs of the Interconnection Study total less than \$2,000, the difference between the Interconnection Study fee and the actual costs will be refunded to the Customer within tharty (30) calendar days with no interest.

# 9. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

- 9.1. The Customer shall pay FPL for the actual cost of any and all FPL Interconnection Facilities and Distribution Upgrades, itemized in Attachment 2, required to implement this Interconnection Agreement. FPL shall provide a best estimate cost, including everheads, for the purchase and contraction of FPL's feteroemection Facilities and Distribution Upgrades required and shall provide a detailed itemization of such costs.
- 9.2 The Customer shall be responsible for all reasonable expenses, including overheads, associated with: i.) owning, operating, maintaining, repairing, and replacing its own interconnection Facilities and other equipment; and it.) operating, maintaining, repairing, and replacing FFL's Interconnection Facilities and Distribution Upgrades.
- 9.3 FPL shall design, prouse, construct, install and own the Interconnection Facilities and Distribution Upgrades, described in Attachment 2, required for FPL to implement this Interconnection Agreement. If FPL and the Customer agree, the Customer may construct Interconnection Facilities and Distribution Upgrades that are located on land owned by the Customer. The actual cost of Interconnection Facilities and Distribution Upgrades, including overheads, shall be directly assigned to and paid by the Customer.

### 10. Indemnity

10.1. Customer, to the extent permitted by law without warring or limiting any defense of sovereign immunity, shall indomnify, hold harmless and defend EPL from and against any and all yadgreents, losses, damages, claims relating to mijury to or death of any person or damage to property (including the Customer-owned renewable generation system), fines and penalties, soots and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where each loss is due to the negligent action or inactions of EPL. Nothing herein shall be intended to serve as a waiver or limitation of Customer's severige intensity defance as allowed by law.

(Continued on Sheet No. 9,070)

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

First Revised Sheet No. 9,070 Cancels Original Sheet No. 9,070

(Continued from Sheet No. 9,069)

10.2 FPL shall informally, hold harmfess and defend Customer from and against any and all judgments, losses, damages, claims relating to injury to or don't of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arrang out of or resulting from the operation of FPL's system, except in those instances where such loss is due to the negligent action or inactions of the Customer.

### 11. Limitation of Liability

11.1 Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable atterney's fees, relating to or arising from any act or omission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurved. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

# 12 Assignment

- 12.1 The Interconnection Agreement shall be assignable by either Party upon thirty (30) calendar days' notice to the other party and written consent of the other Party, which consent shall not be successenably withhold or delayed.
- 12.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement, or execute a new Interconnection Agreement.

### Insurance

13.1 The Customer agrees to provide and mainten general liability insurance for personal and property damage, or sufficient guarantee and proof of self-insurance, in the amount of not less than \$2 million during the entire period of this Interconnection Agreement, to the extent permitted by law. Initial proof of insurance shall be in the form of a copy of the policy or certificate of insurance attached to this Interconnection Agreement evidencing the Homocowner's or other insurance policy in effect at the time of interconnection. For government entities, the policy coverage shall not exceed the entity a maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

# 14. Renewable Energy Certificates

14.5 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned reservable generation equipment, any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

# 15. Billing, Payment, and Financial Security

15.1 EPL shall bill the Customer for the design, engineering, construction, and procurement costs of EPL's Interconnection Facilities and Distribution Upgrades contemplated by this Interconnection Agreement on a monthly basis, or as otherwise agreed by the Parties. The Customer shall pay each bill within thirty (30) calendar days of receipt, or as otherwise agreed to by the Parties.

(Continued on Short No. 9.071)

Issued by: S. F. Romig, Director, Rates and Turiffs

First Revised Sheet No. 9.071 Cancels Original Sheet No. 9.071

### (Continued from Sheet No. 9.070)

- 15.2. Within three months of completing the construction and installation of FPE,'s Interconnection Facilities and Distribution Upgrades, described in Afrachment 2, required to implement this Interconnection Agreement, FPE, shall provide the Customer with a final accounting report of any difference between i.) the Customer's cost responsibility for the actual cost of such Interconnection Facilities and Distribution Upgrades, and ii.) the Customer's provious aggregate payments to FPL for such Interconnection Facilities and Distribution Upgrades. If the Customer's cost responsibility exceeds its previous aggregate payments, FPL shall invoice the Customer for the amount due, without interest, and the Customer shall make payment to FPL within thirty (30) calender days. If the Customer's previous aggregate payments exceed its cost responsibility under this Interconnection Agreement, FFE, shall refund to the Customer an amount equal to the difference, without interest, within thirty (30) calender days of the final accounting raport.
- 15.3. At least twenty (20) calendar days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of FPL's Interconnection Facilities and Distribution Upgrades, the Customer shall provide FPL, at the Customer's option, a guarantee, a surely bond, letter of credit or other form of security that is reasonably acceptable to FPL and is consistent with the Uniform Commercial Code of the junisdiction where the Point of Interconnection is located Juch security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring and installing the applicable portion of FPL's Interconnection Facilities and Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to FPL under this Interconnection Agreement during its term.
- 15.4. In accordance with Section 9.2 aloves, the Customer shall be billed by FPI, for operation, maximizing, repeating, and replacing FPI, a Interconnection Facilities and Databution Upgrades. The Customer shall be billed upon completion of such work by FPI. Customer shall make payment to FPI, within twenty (20) calendar days of the receipt of FPI, a bill.

### 16. Lease Agreements

- 16.1. The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.
- 16.2 The Customer shall not enter into any Jesse agreement that results in the retail purchase of electricity, or the retail sale of electricity from the Customer-owned sensewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection. Agreement and the Jessor may become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

### 17 Dispute Resolution

17.1. Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Communion Rule 25-6:065 F.A.C. - Internamentson and Net Metering of Customer-Owned Renewable Generation.

### 18: Effective Date

18.1. The Customer must execute this Interconnection Agrument and return it to FPL at least thirty (30) calendar days prior to hepirming parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

### 19. Termination

19.1. Upon termination of this interconnection Agreement, FPL shall open and padlock the manual disconnect switch, if applicable, and amove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

(Continued on Sheet No. 9,072)

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

Effective: February 20, 2014

First Revised Sheet No. 9.072 Cancels Original Sheet No. 9.072

	(Continued from Sheet No. 9:071)
20.	Amendments to Florida Public Service Commission Rules
	20.1 FPL and Customer recognize that the Florida Public Service Commission rules may be amended from time to time. In event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace th Interconnection Agreement which complies with the amended Florida Publisherice Commission rules.
11	Notices .
	21.1 This Interconnection Agreement, any written notice, demand, or request required or authorized in connection with the Interconnection Agreement shall be deeped properly given if delivered in person, delivered by recognized national counservice, or sent by first class mail, postage preposel, to the person specified below.
12	Entire Agreement
	22.1 This Interconnection Agreement supersedes all previous agreements or representations, either written or and, berefofore a effect between FPL and the Customer, made in respect to matters berein contained, and when duly assected, this Interconnection Agreement constitutes the entire agreement between Parties berefo.
3.	Governmental Entities
	23.1 For those customers, which are government entities, provisions within this agreement will apply to the extent the agency is 1
	logally buried from executing such provisions by State or Federallaw.
	logally buried from executing such provisions by State or Federallaw.
	logally buried from executing such provisions by State or Federallaw.
	logally buried from executing such provisions by State or Federallaw.
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	logally buried from executing such provisions by State or Federallaw.
	logally buried from executing such provisions by State or Federal law.
	logally buried from executing such provisions by State or Federal law.
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	legally buried from executing such provisions by State or Federallaw.  CUSTOMER:
	legally buried from executing such provisions by State or Federallaw.  CUSTOMER:
	legally barred from executing such provisions by State or Federallaw.  CUSTOMER:
	legally barred from executing such provisions by State or Federallaw.  CUSTOMER:

Issued by: S. F. Romig, Director, Rates and Tariffs Effective: February 20, 2014

FLORIDA PO	WER & LIGHT COMPANY	Original Sheet No. 9.072.1
	(Continued from Sh	net No. 9.072)
IN WITNESS V above written.	WHEREOF, the Parties hereto have coased this Interconne	ection Agreement to be duly executed the day and your first
FLORIDA PO	WER & LIGHT COMPANY	
	Signifure)	
	nt or Type Name)	
Title		
CUSTOMER		
	(Signature)	
	Print or Type Name)	
Title:		
Witness (Print	t or Type Name)	
Tific:	32	
The completed a	agreement may be submitted to FPL by:	
E-mail - scan as	d e-mail to Netmetering@fpl com	
Mail + nend to:	Senior Manager, Wholesale Services FPL - TSP/LFO 4200 West Flagler Street Miami, FL 33134	
Phone - 305-44	2-5199	
FAX - 305-552	2275	

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: February 20, 2014

# ATTACHMENT 1- INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE GENERATION TIER 3 ONE-LINE DIAGRAM DEPICTING THE CUSTOMER-OWNED RENEWABLE GENERATION AND METERING EQUIPMENT

Original Sheet No. 9.073

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

Effective: October 1, 2008

## ATTACHMENT 2 - INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE GENERATION TIER 3 FPU'S BEST ESTIMATE OF CUSTOMER'S RESPONSIBILITIES FOR INTERCONNECTION FACILITIES AND DISTRIBUTION UPGRADES TO BE PAID TO FPL

Original Sheet No. 9.074

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

Effective: October 1, 2008

Original Sheet No. 9.075

### ATTACHMENT 3- INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE GENERATION TIER 3

### FAST TRACE SCREENS

### 1 Applicability

The Fast Track Screens process is available to a Customer proposing to interconnect its Customer-iswaed renewable generation. Tier 3 system with PPL's system and if the Customer's proposed Customer-owned renewable generation system meets the codes, standards, and certifications requirements of the Interconnection Agreement.

### 2 Initial Review

Within ten (10) bunness days after FFL receives a completed applicant on FFL shall perform an initial review using the accepted set forth below, shall notify the Customer of the results, and shall include with such notification copies of the analysis and data underlying FPL's determinations under the screens.

### 2.1 Screens

- 2.1.1 For interconnection of a proposed Customer-covard renewable generation system to a rachal distribution circuit, the aggregated generation, including the proposed Customer-owned renewable generation, on the circuit shall not exceed 15 % of the line section assural peak load as most recently measured at the substation. A line section is that portion of PPL's electric system connected to a Customer bounded by automatic sectionalizing devices or the rold of the distribution line.
- 2.1.2 For interconnection of a proposed Customer owned renewable generation system to the load side of spot network protestors, the Customer-owned emewable generation system must ablize an equipment package in compliance with the terms of the Interconnection Agreement.
- 2.1.3 The proposed Currence council receivable generation system, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 % to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed Point of Interconnection/Change of Ownership.
- 2.1.4 The proposed Oustomer-owned renewable generation system, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, five cutous), and line reclosers), or Customer equipment on the system to exceed 87.5% of the short circuit interrupting capability, nor shall the interconnection be proposed for a circuit that already exceeds 87.5% of the short circuit interrupting capability.
- 2.1.5 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Curtomer, including line configuration and the transformer connection to limit the potential for creating over-voltages on FPL's electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line		
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen	
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line- to-neutral	Pass screen	

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Effective: October 1, 2008

First Revised Short No. 9.076 Cancels Original Short No. 9.076

(Continued from Sheet No. 9.075)

- 2.1.1 If the proposed Costomer-owned contrastic generation system is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Customer-owned renowable generation system, shall not exceed 90% of the Customer's unlity distribution service rating.
- 2.1.2 If the proposed Costumer-owned renewable generation system is single-phase and is to be interconnected on a center tap neutral of a 240-volt service, its addition shall not create an imbalance between the two sides of the 240-volt service of more than 20 % of the namephate rating of the service transformer.
- 2.1.3 The proposed Conformer-owned remewable generation system, in aggregate with other generation uninterconnected to the transmission side of a substation transformer feeding the circuit where the Constones -owned remewable generation system proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating unit located in the general electrical vicinity (e.g., three or four transmission biases) from the Point of Interconnection-Charge of Ownership).
- 2.1.4 No construction of facilities by FPL on its own system shall be required to accommodate the Customer-owned renewable generation system.
- 2.2 If the proposed interconnection passes the Fast Track Screens, the interconnection request shall be approved and FPL will provide the Customer an executable Interconnection Agreement within ten (10) business days after each determination.

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

Effective: February 20, 2014

Second Revised Sheet No. 9,100 Cancels First Revised Sheet No. 9,100

				FPL Work O	t Number
	10.5	TREET LIGHTI	ING AGREEMENT		
in accordance with the follow	ing terms and con	dions		Washing S.	
on this day of	tor	FLORIDA POWER	A LYGHT COMPANY (here		r called the Gustomer), requests PL), a corporation organized and
existing under the laws of the State of					50 65
	Florida		71		
ocated in(city/county)	Fional.				
(a) installation and/or removal of F		s described as follow	£E.	magg	
	nstated re Type	# installed	Foture Rating (in Luments)	Fasture Typ	oved po # Removed
			=		
Poles installed	Potes Re	The second second	Conductors Installed		Conductors Removed
Pole Type # Installed	Pole Type	# Riemoved	Feet not Under	cPaving:	Feet not Under Paving
==	=	=	Feet Under Pa	grive	Feet Under Paving
(b) Modification to existing facilities	s other than desor	stied above (explain)	Lays		
Mily Viscoid and an execu-	DOMORS	BORK PALINIERS	Kata		
3					
That, for and in consideration of	fithe covenants se	el forth herein. If w pa	rities hereto covenant and ar	gree as follows	60
L AGREES:					
To install or modify the sheet is Customer the electric energy of Agreement, all in accordance Commission (FPSC) or any sur	necessary for the o	operation of the Stre of FPL's ownerity of	eek Lighting System, and for effective street lighting rate	mish such other	t Lighting Sydemy, fumion to the services as are specified in the services as are specified in the florida Public Servi

Issued by: S.E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

First Revised Sheet No. 9.101 Cancels Original Sheet No. 9.101

(Centirssed from Short No. 9 100)

### 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 sketting energy used for the operation of the Street Lighting System.
- 4. To be insponsible for paying, when due, all bills rendered by FPL parament to FPL's currently effective street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- 5. To provide access, final goaling and, when requested, good and sufficient assertants, suitable construction drawings showing the location of coasting and proposed structures, schridtleation of all non-FPL underground facilities within or mear pole or trench locations, and appropriate plans reconstruction for FPL facilities associated with the Breef Lighting System.
- To perform any cleaning, comparing, removal of sharps or other obstructions that conflict with construction, and drainage of rights of-way or ensurem negated by FPL to accommodate the street lighting facilities.

### IT IS MUTUALLY AGREED THAT:

- Modifications to the facilities provided by FPL under this agreement, other than for manuferance, may only be made flucough the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:
  - a. the addition of street lighting facilities,
  - b. the removal of street lighting facilities; and
  - the removal of street 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 street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL smort lighting licibities. Payment shall be made by the Customer in advance of any relocation.
- FPL may, at any time, substitute for any lemmarchamp installed harounder another terramentamp which shall be of at least agest tituminating capacity and efficiency.
- 10. The Agreement shall be for a term of ten (10) years from the date of immation 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 expansion of any extension thereof. The date of imitation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement shall be extended automatically beyond the initial ten (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.
- In the event street lighting licities 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 as amount equal to the original installed cost of the facilities provided by FPL under this agreement less any subage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.

(Continued on Sheet No. 9.102)

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

Effective: March 7, 2003

Second Revised Sheet No. 9.102 Cancels First Revised Sheet No. 9.102

(Centinual from Shurt No. 9.101)

- 12. Should the Customer fail to pay any bills due and sendered pursuant to this agreement or offerwise fail to perform the obligations contained in this Agreement, send obligations being material and going to the exsence of this Agreement, FFE may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has faily cured such other breach of this Agreement. Are failure of FPE, to extension the rights hermated whall not be a marrier of the rights. It is understood, however, that much discontinuance of the supplying of destric energy or service shall not constitute a breach of this Agreement by FPE, nor shall it ediese the Customer of the obligation to perform any of the turns and conditions of this Agreement.
- 13. The obligation to furnish or purchase service shall be excused at any time that other party is prevented from complying with this Agreement by stakes, lockasts, fires, nots, acts of God, the public enemy, or by cause or causes not under the control of the party than prevented from complying and FPL, shall not have the obligation to family service if it is prevented from complying with this Agreement by resourcef any partial, temporary or entire short-fown of service which, in the sole opinion of FPL, is seasonably increasing for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 14. This Agroment supersedes all provious Agroments or representations, either written, ond or eitherwise between the Customar and FPL, with respect to the facilities referenced heroin and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remotion to third parties or create any additional duty, obligation or undertakings by FPL to family parties.
- 15. In the event of the sale of the out property upon which the facilities are installed, upon the written consent of FPL, this Agraement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations betrander until stack obligations have been assumed by the assignment and agreed to by FPL.
- 16. This Agreement shall inser to the benefit of, and be binding open the successors and assigns of the Customer and EVL.
- 37. This Agreement is subject to FFL's Electric Tartiff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are new written, or as they may be because revised, amended or supplemented. In the event of assembled between the terms of this Agreement and the provisions of the FPL Electric Tartiff or the FPSC Rules, the provisions of the Electric Tartiff and FPSC Rules shall control, as they are now written, or as they may be bereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parket hereby caused this Agreement to be executed in triplicate by their dely authorized agreement was to be effective as of the day and year first written above.

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

Effective: March 5, 2012

Sixth Revised Sheet No. 9,110 Cancels Fifth Revised Sheet No. 9,110

	In	accordance with the terms and conditions of Street Lighting Turiff Sheet Number 8.717,
rgani		(hereinafter called the Castomer), selects on this day of, from FLORIDA POWER AND LIGHT COMPANY (hereinafter called FPL), a corporation existing scalar the laws of the State of Florida, the following option(s) for addressing street lighting
		se option under column $\underline{A}$ for street light fixtures that are eligible for protective shield installations under column $\underline{B}$ for street light fixtures that are incligible for protective shield installations.
4	В	
	N/A	Upon the <u>first occurrence</u> of vandalism to any FPL-owned street lighting ficture, replace the damaged fecture with a shielded cutoff cobra head fecture. The customer shall pay a one-time charge of \$280.00 per shielded fecture.
	NΆ	Upon the second occurrence of vandalism to any FPL-owned street lighting fixture, replace the damaged fixture with a shielded cutoff cobra head fixture. The customer shall pay a one-time charge of \$280.00 per shielded fixture plus all associated installation and administrative costs.
	_	Upon the accomd occurrence of vandalism to any FFL-owned street lighting fedure, repair of replace the damaged fixture with a like vashielded fedure. For this, and each subsequent occurrence, the customer shall pay the costs specified under the "Removal of Facilities" section of Street Lighting Tariff Sheet Number 8.716.
-	-	Upon the <u>second occurrence</u> of vandalism to any FPL-owned street lighting feature, terminate service to the feature. The customer shall pay the undepreciated value of the feature.
		ns will apply to all fistures that FP9, has installed on the Customer's behalf. Selection changes may Customer at any time and will become effective ninety (50) days after written notice is received.
		By:Signature (Authorized Representative)
		(Frint or Type Name)
		Tale
		FPL Account Number

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: March 1, 2020

Fifth Revised Sheet No. 9.120 Cancels Fourth Revised Sheet No. 9.120

(hereinafter collect POWER & LIGHT COM following installation or r located in	ounty)  otherwise of p	following terms at requests on this		od and existing under	, from	r FLORIDA cof Florida, the
(hereinafler called POWER & LIGHT CON Edlowing installation or a located in	ounty)  otherwise of p	napands on flas der celled FPL), a secretum lighting f	day of	od and existing under	, from	r FLORIDA cof Florida, the
Powers & Light Con- following installation or a located in	SPANY (bereins) modification of p , 31 outly) w removal of FPI.	der aded FPL), a semiani lighting t	в сотронябов огранил	ed and existing under	the laws of the State	e of Florida, the
located in	medification of p , 31 ounty) stronoval of FPS.	svernisem bighting f				
(a) Installation and/or Lights Forum Rating On Limitals  Poles Installed	ounty) scienceal of FPL	5000	ticilities at (peneral b	oundaries)		
(city/cc (a) Installation and/or Lights Fecture Rating (in Lumers)  Poles Installed	ounty) screened of FPL	lorida.				
(city/cc (a) Installation and/or Lights Fecture Rating (in Lumers)  Poles Installed	ounty) screened of FPL	louda.				
Lights Fighture Rating (in Lumens)  Poles Installed						
Poter Rating (in Lumons)		-cened facilities	described as follows			
(in Luman)	Installed			Lip	ghts Removed	
	Forum Type	# Installed		Fixture Rating (im Lumens)	Fixture Type	# Rancood
	Red	Poles Ram Pole Type				
	704	(500,64.1)	12-100			
(h) Modification to co	ssisting facilities	other than describ	ed above (coplain ful	60		
The West		A-24-14	havenovia==	5Vi		
Escape Company						
Total work order cost i	4.5					
That, for and in seread			herein, the parties ben		acus follows:	
FPLAGREES						
To install or modify the System, furnish to the such other services as Lighting rate schedule schedule approved by	c Customer the el- are specified in 0 on file at the Fio	loctric energy roce his Agreement, all	essary for the operation I in accordance with t	on of the Pressuan Li for turns of FPL's on	ghting System, and furnistly effective Pea	fiarroists crossers
		100	entimed on Sheet No	Contracting (Co.		

Issued by: S.E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

Sixth Revised Sheet No. 9.121 Cancels Fifth Revised Sheet No. 9.121

(Continued from Sheet No. 9.120)

### THE CUSTOMER AGREES:

- 2. To purchase from FPL all of the electric energy used for the operation of the Promium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Prentium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
- To provide access, final grading and, when requested, good and sufficient insertions, satisfac construction drawings showing the location of existing and proposed structures, identification of all non-FPL and appropriate plate tracessary for planning the design and completing the construction of FPL facilities associated with the Promuni Lighting System.
- To perform any cleaning, compacting, removal of stamps or other electrons that conflict with construction, and drainage of rights ofway or easements required by FPL to accommodate the promism lighting facilities.

### IT IS MUTUALLY AGREED THAT:

- Modifications to the facilities provided by FPI, under this Agreement, other than for maintenance, may only be made through the execution
  of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL promium lighting
  facilities is defined as the following:
  - a. the addition of promous lighting facilities,
  - h the removal of premium lighting facilities, and
  - the removal of premium 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 Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FFL will, at the request of the Customer, relocate the premium lighting facilities covered by this Agreement, if provided sufficientingly ofways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer equested relocation of FPL premium lighting facilities.
- FPL may, at any time, substitute for any luminosicilamp installed hemander another luminosicilamp which shall be of at least apad illuminating capacity and efficiency.
- 9. FPL will counce the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in inputs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the avent the original facilities are no longer available, FPI, will provide and the Company agrees to a similar kind and quantity.
- 10. This Agreement shall be for a term of twenty (20) years from the date of entiation of service. The date of entiation of service shall be defined as the date the first lights are energised and billing begons, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.

H.	a lump sum of \$ in advance of o	ACCOMMON TO THE PARTY OF
12	The monthly Maintenance Charge is \$ Service Commission.	This charge may be adjusted subject to review and approval by the Fiorida Public
13.	The monthly Billing Charge is \$ Service Commission.	This charge may be adjusted subject to review and approval by the Florida Public

(Continued on Short No. 9.122)

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

Effective: March 1, 2010

Fifth Revised Sheet No. 9.122 Cancels Fourth Revised Sheet No. 9.122

(Continued from Short No. 9.121)

- 14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FFL, this Agreement may be assigned by the Customer to the Purchiser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignment and agreed to by FPL.
- 15. Should the Customer fail to pay any bills the and medical paramet to this Agraement or otherwise fail to perform the obligations contained in this Agraement, said obligations being material and going to the essence of this Agraement, FPL may come to supply electric energy or service until the Customer last paid the bills that and medical or has failly outed south other hands of this Agraement. Any failure of FPL to encurse its rights humander shall not be a restrict of the rights. It is undestood, however, that such discontinuous of the supplying of electric energy or service shall not constitute a breach of this Agraement by FPL, nor shall it edicate the Customer of the obligation to perform any of the terms and conditions of this Agraement.
- 16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Promium Lighting Agreement by giving the Company at least (90) monty days advance written notice to the Company. Upon only termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the notal work order cost of the facilities, based on the your in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a tump-sum in lieux of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
- 17. The obligation to flurnsh or purchase service shall be executed at any time that arther party is prevented from complying with this Agreement by strikes, lockouts, firm, riots, acts of God, the public entrity, or by cause or causes not under the control of the party than prevented floors compliance, and FPL, shall not have the obligation to flurnsh service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shart-down of service which, in the sole opinion of FPL, is reasonably recessary for the purpose of repairing in making more efficient all or any part of its generating or other destrical apaginners.
- 18. This Agreement supersodes all previous Agreements or representations, either written, oral or otherwise between the Customer and FFS, 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 remodes to third parties or create any additional duty, obligation or undertakings by FFL to fined parties.
- 19. This Agreement shall inser to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- 20. This Agramman is subject to FPU'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 provinces of the FPL Electric Tariff or the FPSC Rules, the provinces of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their didy authorized representatives to be effective us of the day and year that writen above.

Customar (Print or type name of Organization)	FLORIDA POWER & LIGHT COMPANY
Signature (Authorized Representative)	By(Signature)
(Priorier typo numo)	(Print or typerause)
Dile	Title

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

Effective: March 7, 2003

Fifth Revised Sheet No. 9.130 Cancels Fourth Revised Sheet No. 9.130

FPL Work Order Number:	
RECREATIONAL LIGHTING AGREEMENT	
In accordance with the following terms and conditions,	
(beconsider colled the Customer), requests on this	ed in
<ul> <li>(a) Installation and/or removal of FPL-owned facilities described unfollows:</li> <li>See Attachment</li> </ul>	
(b) Modification to existing facilities other than described above (explain fully)	
(co. Misconneciation to explained assertment objects usual operations accorded for distinct smith.)	
Total work order cost 5	
That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:	
LAGREES:	
To install or modify the recruitional lighting facilities described and salentified above thereinafter called the Recrea Lighting System, famish to the Customer the electric energy necessary for the operation of the Recreational Lighting System, and famish such other services as are specified in this Agreement, all in accordance with the terms of FPU's our effective Recreational Lighting rate schedule on file at the Florida Public Service Communion (FPSC) or any succe Recreational Lighting rate schedule approved by the FPSC.	ghting
(Continued on Sheet No. 9.131)	

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

Fifth Revised Sheet No. 9.131 Cancels Fourth Revised Sheet No. 9.131

(Continued from Sheet No. 9.130)

### THE CUSTOMER AGREES:

- 2. To purchase from FPL all of the electric energy used for the operation of the Reconstional Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Recruitmal Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agrantum.
- 4. To provide access, first grading and, when requested, good and sufficient macranets, satisfic construction drawings showing the location of curstag and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for glurning the design and completing the construction of FPL facilities associated with the Recrustorial Lighting System.
- To perform any cleaning, compacting, numeral of stamps or other obstructions that conflict with construction, and drainage of rights ofway or assessment amazined by PPL to accommodate the reconstructional lighting facilities.

### IT IS MUTUALLY AGREED THAT:

- Modifications to the facilities provided by FPL under this Agreement, other than for maintenance, may only be made through the
  execution of an additional Recreational Lighting Agreement delineating the modifications to be accomplished. Modification of FPL
  recreational lighting facilities is defined as the following:
  - the addition of recreational lighting facilities;
  - h the removal of recreational lighting facilities, and
  - e. the removal of accessional 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 executily effective Reconstronal Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FPL will, at the request of the Customer, relocate the recreational lighting facilities covered by this Agreement, if provided sufficient right- of-ways or essements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL recreational lighting facilities.
- FPL may, at any time, substitute for any huminatic/lamp installed hereuseder another huminatic/lamp which shall be of at least equal illuminating capacity and efficiency.
- 9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work in necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, become, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or offer circumstances beyond the Company control. In the event the original facilities are no longer available, FPL, will provide and the Customer agrees to a similar kind and quantity.
- 16 This Agreement shall be for a term of twenty (20) years from the date of initiation of service. 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. At the end of the term of service, the Chisterner may elect to except a new Agreement based on the current estimated replacement cost.

The morthly Maintenance Charge is \$	This charge may be adjusted subject to review and approval by the Firm

 The Customer will pay for these facilities as described in this Agreement by paying a lumin same of \$1.

(Continued on Sheet No. 9 132)

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

Effective: March 1, 2010

Third Revised Sheet No. 9.132 Cancels Second Revised Sheet No. 9.132

		(Continued from Shart No. 9.1	30
	T	Manager Lord and Control of	
	The monthly Billing Charge is \$ Se Service Commission.	This charge may be actuated see	ject to review and approval by the Florida
14		Purchaser. No assignment shall relieve	led, upon the written consent of FPL, this Agreement as the Customer from its obligations become until so
15.	contained in this Agreement, said obliga- energy or service until the Customer h failure of FPL to exercise its rights here	ations being material and going to the us us paid the bills that and randered or I marker shall not be a waiver of its rights shall not constitute a breach of this Ag	Agreement or otherwise fail to perform the obligation sence of this Agreement, FPL may coase to supply electrons fally cored such other breach of this Agreement. As It is understood, however, that such discontinuance of the promount by FPL, now shall it relieve the Costomer of the
lek.	by group the Company at least (90). Customer shall pay an amount compar- cest of the facilities, based on the year.	ninety days advance written notice to ted by applying the Termination Factor in which the Agreement was terminate a lump sum in lieu of a mentily payte	stoner may terminate the Recreational Lighting Agreems the Company. Upon only termination of service, is, as stated in rate schedule RL-1, to the total work on of Those Termination Factors will not apply to Custom ent. At FPL's discretion, the Customer will be responsi-
17.	Agreement by strikes, lockouts, fires, r prevented from compliance, and FPL Agreement by reason of any partial, ter	ion, acts of God, the public energy, or shall not have the obligation to fian	that either party is provented from complying with it by cause or causes not under the control of the party that sub-service of it is prevented from complying with in which, in the sele equation of FPL, is transmitty necess- ting or other electrical equipment.
18.	with respect to the findities referenced	herein and constitutes the entire Agree	written, oral or otherwise between the Customer and F munt between the puries. This Agreement does not use obligation or undertakings by FPL to third parties.
9.	This Agreement shall impre to the benefit	it of, and be binding upon the successors	s and assigns of the Customer and FPI.
10.	and the Rules of the FPSC, as they are conflict between the terms of this Agr	now written, or as they may be bound remost and the provisions of the FPL	to, the General Rules and Regulations for Electric Serv for revised, amended or supplemented. In the event of a Electric Tariff or the FPSC Rules, the provisions of may be hereefer revised, arrended or supplemented.
	IN WITNESS WHEREOF, the partie representatives to be effective as of the		control in triplicate by their duly sufficient
hu	egus sed Terms Accepted		
Tas	donor (Print or type many of Organization		FLORIDA POWER & LIGHT COMPANY
lbe.		Hy	
	Signature (Authorized Representative)		(Signature)
U	1.000.000.000.000.000.000.000.000.000.0		(Print or type name)
	(Print or type name)		
Tiel	E-DEMONTACIONES	ne	tv

Issued by: S. E. Romig, Director, Rates and Tariffs: Effective: March 7, 2003

FLORIDA POWER &	LIGHT COMPANY				Original Short 9.14
			-60	C Account Number	
			10	Work Record A	ure
	LEDLIGH	HTING AGRI	EEMENT		
		- 10 Mg 617 A4			
e accordance with the following and of	han FLORIDA POWER & LIGH		Carried Auto-		of legistic or the
mair believe of the Stein o	Force. The fallowing installation				
located ri-	Rolds				
(a) Installation and/or remov	vis of FPL-owned facilities describe	das follows			
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-					
		Poles			
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Type	(A)	181		101	(A+B-C)
	1	SALAC**			
Under Represent	-		_		

Issued by: 8-4- Rente Tilliam Colon. Senior Director. Regulators Rates. Cost of Secretar and System Director. Hotes and Taroffs. Effective: March 7, 2017

First Second Revised Sheet No. 9.141 Cancels First Original Sheet No. 9.141

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				Eixtur	es.					
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Issued by: Tiffany Cohen, Some Director, Remission Rates, Cost of Service and Systems Director, Rates and Turiffu Effective: March 3, 2020

ORDER NO. PSC-2021-0446-S-EI DOCKET NO. 20210015-EI PAGE 769

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ELORD	DAPOW	ERGET	3GHI	COMPA	$\mathbf{n}$

First Second Revised Sheet No. 9.142 Cancels First Original Sheet No. 9.142

	That for suit in consideration of the commercial set from femoni, the parties herein represent and agree as follows:
PPL	AGREES
00	To initial or mostly the lighting facilities described and identified above incremater called the Lighting Systems, furner to the Continue the sectic energy increasing to the operation of the Lighting Systems and families such differ services as are specified as this Agreement, all as accordance with the terms of FPL's currently effective signified paint schedule on the ill through Fidals Service Commission (FRSC) or any successive lighting rate subscale by FPSC.
THE	CUSTOMERAGREE
	To pay a member has for facilities and poles in accommon to the funding band, and assumed belong to the amount of \$
2	Figure Cochologic III Ant of Construction ICIACTIONS actually of III Anticky (Fig. ) in artist (Fig. ) in artist (Fig. ) in artist (Fig. ).
4	Topogramma and a second of the contract of the
1	Found to provide an expensive some source of the provided and the provided of
20.	To publishe From FPI, wit will be electric energy used for the operation of the bighting System
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	To provide access the present of the second of the provided access to the second of th
-	To provide access, the provided structures agreed and considering the construction of the provided structures agreed and considering the construction of FPs. Incides appropriate with the Lighting System.
	To provide access, the grade and access agreeding and an authorize access addings construction drawings showing the location of entiring and composed structures lead to considering the construction of EPs. Incides associated with the Lighting System.  To light action responsibility, to provide installing codes, authorize any flowing are in construction will are according to the construction of EPs. Incides associated with the Lighting System.
	To provide access, the present of the second of the provided access to the second of the location of making and proposed structures identification of all non-FFL indeeground by the composed structures and improve all protections are provided with the Lighting System.
	To provide access, the grade and access agreeding and acceptance access advance construction drawings showing file location of entangled proteins and entangled design and considering the conduction of EPs, location access with the Lighting System.  To leave acte control of the title grade intelling codes, automates and follows are no contribution will are applicable and access to be accessed to the Lighting System.
122	To provide access, the grade and compared and acceptance of all configurations are assumed to the provide acceptance of the construction of the construction of FPs. Incides associated with the Lighting System.  To the provide state of the construction of the construction of FPs. Incides associated with the Lighting System.  To the provide state of the construction of the construction of the construction will are acceptable and on the construction of the construction will are acceptable and on the construction of the cons
122	To provide access, the grades and considered and according to a sufficient according to the provide access of making and proposed studying special according to a completing the combustion of EPs. Notifies associated with the Lighting System.  In last active special by the province studies overs, automates and follows are an contribution with an expension of the Lighting studying active special according to the province of EPs. Notifies associated with the Lighting studying active special according to the province of the
122	To provide access, the great and the agreement of the construction of making and proposed state of the construction of making and proposed state of the construction of FPL bootest associated with the Lighting System.  To find a provide state of FPL bootest associated of the construction of FPL bootest associated with the Lighting System.  To find a provide state of FPL bootest associated of the construction will are appropriate or making to provide a provide state of the construction will be appropriate or provide state of the construction
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15.	To provide access, the present of the second provided and conflict access of entire access and expressive path recessary for planning the design and completing the construction of EPI, hosters associated with the Lighting System.  To favor accessive shall, the course stating potent, partitions and follows and in contrations will turn approach with the Lighting System.  To the EPI, contrations access to the second potent, partitions and the second provided and the second potential of the second potential o

Issued by: Tiffany Cohen, Sense Descho, Kandown Rites, Fort of Service and Section Director, Rates and Turiffs, Effective: Manche 3, 2020

### ORDER NO. PSC-2021-0446-S-EI DOCKET NO. 20210015-EI PAGE 771

- a the addition of lighting fedition
- b. It're removal of lighting facilities, and
- c. The remind of lighting facilities and the representent of such thorities with new facilities and/or adolption facilities.

Modifications will be subject to the costs specified in FPL's currently effective agricult rate schedule on the at the TPDC or any successive schedule approved by the FPDC.

17 Lighting facilities and buty be included in scenario that mean an applicable contraine eight of any extract recommends.

FPL will at the request of the Customer, relocate the lighting facilities deviced by this agreement, if provided sufficient right of ways as seasonable to do so and locations requested are consistent with clear cone right-of-way setback requestreds. The Customer shall be responsible for the payment of all code associated with any such Customer requested relocation of EPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.

Lighted blockes will only be implied a location and need all applicable are a torn role alway setting requirements.

(Continue on Sheet No. 9 143)

Gancels First Original Sheet No. 9.143 Cancels First Original Sheet No. 9.143

- FPs. may at any time, substitute for any summer fitting probability terremoter shockes summer equivalent fitting which shall be of at reason summir for amounting capacity and efficiency.
- This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except his provided below shall extend. Therefor for fulfiller successive periods of five (5) years from the explication of the units lief (10) years from the explication of any cultimater, thereof. This take of distallion of service shall lief defined as the calls the first lights are emergless and billing degree, not the date of this Agreement. This Agreement shall be extended authorishedly beyond the initial lief (10) year term or any extended their distallines within party shall have given under notice to the other of its flexible to reministe this Agreement. The written notice shall be try central mast and shall be given not less this nature (80) days before the expension of the missi for (10) year term, is any existence of thereof.
- 6. In the level before Scales support by the according to covered within at the covered or forced terminating the according to the covered of the covered or covered or the best of the covered or covered or
- 1) Office of the property of the control of the property of the control of the
- 16. Should the Cuspmen had in pay my hills than and mandred parametric in this agreement or different had in perform the coupled in this Agreement, and obligations being maximum and going to the expected at this Agreement. FPI, may area to supply depoint manage a service until the Cuspment has been this felt of the supply obtained of the supply of service than the cuspment of the supplying of service service what not construct a broad of this Agreement by FPI, not that it remains the Customer of the exhibition of the supplying of the service of the supply of the supply of service of the supplying of the service of the supplying of the service of the supply of the service of the supplying of the service of the supply of the supply of the supply of the supply of the supplying of the supply of the supply of the supplying of the supply of the supply of the supplying of the supply of the supply of the supplying of the supplying of the supply of the supplying of the supplying of the supply of the supplying of the supplying
- 17 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, lookouts, fires, note, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and EPL 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 shull-down of service which, in the sole opinion of EPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPS, 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 FPI, to third parties.
- 19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPs, 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 essignee and agreed to by FPs.
- 20. This Agreement shall mure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- 21 The lighting buildes shall remain the properly of FFL in perpetudy
- The Agreement is subject to FPL's Electric Terff, including that not bridge to, the Command Mains and Regulations for Electric Service and the Roses of the FPDC, as they are now written, or as they may be haresfee revined, whenched or supplemented in the most of any parties, between the terms of this Agreement and the productors of the FPL Electric Turff or the EPSC Roses that control as they are now written, or as they may be haresfee revised, arounded or supplemented.

(Continue to Street No.8 144)

Issued by: Tiffany Cohen, Senior Director Recolumn States, Contact Service and Senioral Director, Rules and Tariffo Effective: March J. 2020.

First Revised Sheet No. 9.144 Cancels Original Sheet No. 9.144

Clastomer (Print or type name of Organization)	FLORIDA POWER & LIGHT COMPANY
	27
By: Signature (Authorized Representative)	By: (Sigrature)
(Print or type name)	(Print or type name)
fide	Title
	amt 43

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: March 3, 2020

Tenth Revised Sheet No. 9,400 Cancels Ninth Revised Sheet No. 9,400

### FLORIDA POWER & LIGHT COMPANY

	In consideration of Florida Power & Light Company ("FPL	") formshing ejectric service to
	Granustice Nume	Ottarantar Account No(s)
	Capatantee's Service Address(es) & S	. Honda ("Ouaranter")
ithout ru 1.	quiring a deposit, the undersigned Guarantee hereby coverants and a Guarantee shall, ABSOLUTELY AND UNCONDITIONALLY, CHARGES due and during FPL for which the Guarantee may no future become liable at the above listed address(es).	paramtee full paymers to FPL for ANY AND ALL
2	If Chanantee shall at any time fail to promptly pay all charges de all such assesses due and owing FPL within five (5) days of notice	
x	Guaranter shall pay FPL sollection agency fees and expenses, expenses incurred by FPL in collecting or compromising any in orforcing this Guaranty against Guarantee.	
4.	This is a continuing Couranty which shall remain in full force. Section 6.5 of FPU/Colineral Bales and Regulations or until form upon thirty (30) days advance winter notice, provided, however from liability barrander with respect to any charges for close effective date of such termination. FPL may terminate this Gos "autisfactory granutter" (as defined in Rule 25-6-097(2)(a), P.A. with a satisfactory payment record.	mated by FPL (as set forth herein) or the Guarantos, t, that no such termination shall refere Guarantos tric acresce famished to Guarantos prior to the casty if at any time the Guarantos is so longer a
3.	Guarantee headby waves rather of acceptance hereof. Guarantee the Guarantee or any other person, firm, or corporation, or to punifor this Guarantee Guarantee understands that FPL may pure (including disconnection) against Guarantee without pursaing in	usue any other remody prior to pursaing its rights is und/or exhaust all available collection remodes
6.	This Guaranty shall insure to the benefit of FPL and shall be be assigns.	inding upon Guarantor and Guarantor's heirs and
7.	Outrantee hereby authorizes FPL to disclose all of Guarat notification, to the Guaranter so long as this Guaranty remains in billing information at the Guarantor's service address listed below charge in address, powided, however, that unither montp of this Guarantor's service account(s) shall be construed as a limitation of	effect. Osseanter agrees to receive all appropriate and further agrees to notify FPI, promptly of any billing information nor estimates of billing for the
650.5	ATTNESS WHEREOF, Connector has agreed this Counsely on this_	doy-of
	Goatselor Name	Gourantor Signatura
35	Guerntor's Service Address & City	Guarantes Account No.
		Guarantee Social Socialty No.

Issued by: S. F. Romig, Director, Rates and Tariffs Effective: June 5, 2017

FLORIDA POWER & LIGHT COMPANY	Fourth Re Cancels Third Re	vised Sheet No. vised Sheet No.
(Continued from	Short No. 9.400)	
TATE OF FLORIDA -		
The foregoing instrument was acknowledged before me this	they of	ly
produced as identification or b	, who is (are) personally known <b>D</b> me or 1 y means of [] physical presence or [] online not	us (funto)
and who did (did not) take an eath.	Assembly of It belows the court of It connection	a diametry
And		
Sworn to (or affermed) and subscribed before one by means of [] pl	bywical presence or [] online notarization, this d	or of
	Notary Public, State of Florida	
	Print Name of Notary Public	
fy Commission Expires	Commission Number	
	Agreed	
	0.000-000	
	Guarantee Signature	Dute
		0.7656
	Contraine Signature	
	Committee organiste	
	Containee segmente	
	Containee segmente	
	Containee segmente	
	Character Segments	
	Containee segmente	
	Contained Segments	
	Contained Segments	
	Contained Segments	

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: April 20, 2021

Fourth Revised Sheet No. 9.410 Cancels Third Revised Sheet No. 9.410

			792
	See ADDENDUM Guarantee Name See ADDEN Guarantee'n Service A	See ADDENDUM Guerantee Acet Not DUM , Florida (** Gue ddrem(m) & City(im)	
	arantee"), without requiring a deposit, the undersigned, he wast.	reafter referred to as the Guarantor, hereby cover	sents and
L	Guarantor shall, ABSOLUTELY AND UNCONDITE CHARGES due and owing FPL for which the Guara future become liable at the above listed address(es)		
2	If Guarantee shall at any time fail to promptly pay all all such amounts due and owing FPL within five (5) d	I charges due and owing FPL, Guarantor hereby lays of notice.	agrees to pa
3.	Guarantor shall pay FPL collection agency fees and expenses incurred by FPL in collecting or comprom enforcing this Guaranty against Guarantor.		
4	This is a continuing Guaranty which shall remain in Section 6.3 of FPL's General Rules and Regulations of upon thirty (30) days advance written notice, provid from hisbility hereunder with respect to any charges f date of such termination. FPL may terminate this Gu guaranter" (as defined in Rule 25-6.097(2)(a), F.A.C.	e until terminated by FPL (as set forth herein) or led, however, that no such termination shall rela- for electric service furnished to Guarantee prior to aranty if at any time the Guaranter is no longer	the Guarante more Guacante to the effective
5	Guaranter hereby waives notice of acceptance hereof. Guarantee or any other person, firm, or corporation, or thin Guaranty. Guarantee understands that FPL m (including disconnection) against Guarantee without p	or to pursue any other remedy prior to pursuing it ay pursue and/or exhaust all available collec-	ts rights und
	This Gueranty shall more to the benefit of FPL ammingto.	d shall be hinding upon Gueranter and Gueran	tor's heirs on
7.	Guarantee hereby mathorizes FPL to disclose all of Gu to the Guarantor so long as this Guaranty remains information at the Guarantor's address listed below address, provided, however, that neither receipt of Guarantee's service account(s) shall be construed as a	in effect. Guaranter agrees to receive all appr and further agrees to notify FPI, promptly of if this hilling information nor estimates of b	opriste billio any change : offling for th
	(Continued on 5	Sheet No. 9.411)	

Issued by: S. E. Romig, Director, Rates and Turiffs Effective: June 5, 2017

Fourth Revised Sheet No. 9,411 Cancels Third Revised Sheet No. 9,411

(Contin	tued from Sh	eet No. 9.410)		
IN WITNESS WHEREOF, Quanantor has signed this Q	Juananty on t	hisday	o()	=9
	By_	ntor Signature		Guarantor
Name (Print/Type Name of Guarantor)	Guara	mor Signature		
Guarantor's Tax Identification Number	Ohi	nt/Type Name of /	Authorized Represent	otne)
	Title	2,0%		
STATE OF FLOREDA COUNTY OF				
The foregoing instrument was acknowledged before , and	one this	dey of	becausely known to me	y or Tibus (base)
produced	as identifies	tion by means of []	obysical presence or [] o	online notarization.
and who did (did not) take an oath.			N. LANCHESSING STATES AND STATES	
And Swear to (or affirmed) and subscribed before me by muns	of [] physical	prisoner or [] redire	notarization, this day i	ď
			Notary	Public, State of Florid
			Pros	t Name of Notary Publi
My Commission Expires	Com	mission No		
Agreed:				
	By:			
Guarantee Name (Print/Type Name of Guarantee)	-9.	Guarieto	se Signature	
Guarantee's Tax Identification Number	(Print/Ty	pe Name of Autho	rized Representative	5
	Title			
0	Continued on	Sheet No. 9.412)		

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: April 20, 2021

FL	ORIDA POWER & LIGHT COMPANY	First Revised Sheet No. 9.4 Cancels Original Sheet No. 9.4
	{Conti	nued from Sheet No. 9.411)
		ADDENDUM
	Subsidiary (Guarantee Name)	
t.	Service Address	Account No.
2.	Service Address	Account No.
3.	Service Address	Account No.
4.	Service Address	Account No.
5.	Service Address	Account No

Issued by: S. E. Romag, Director, Rates and Tariffs Effective: March 7, 2003

Second Revised Sheet No. 9.420 Cancels First Revised Sheet No. 9.420

			FPL Work Out	ler No.
	PERFORMANCE G FOR RESIDENTIAL SU			
This Agreement, made this	dayof			n od Borida Power & Light
Company (FPL), a corporation organizad	and existing under the laws	of the State of Florid		a course course to segment
	WIT	INESSETIE:		
Whereas, the Applicant has applic commonly known as			sation facilities to be in	nstalled on Applicant's property located in
	, Florida (flo	r 'Premises'); and		(City/County)
Whereas, the Promises requires on	extension of FPL's present of	loctric distribution sy	stem; and	
Whereas, the reanter of transform years is uncertain, and	ners to be utilized and reven	ac expected to be der	ived from all or a port	ion of the extension within two
Whereas, FPL requires a Perfixus assurance to FPL that appropriate several				
Wheness, Applicant is agreeable to	a providing a Performance G	prosty		
Now, therefore, FPL and Applican	rt in consideration of their me	stud coverants and pr	romises do hereby agray	t to Signey
	ARTICLE	1-DEFINITIONS		
1.1 Installation of Service shall be defitter electric mater enclosure, and 2) the acknowledging that the Promises construction between a associated to a specific to.	r receipt by FPL of a certific sected by the Applicant is over	rate of occupancy/oor	opietos fom the appr	ecpriste poveremental authoritie
1.2 The date establishing installation of from the appropriate governmental authorized from that transfer	beenes A transformer shall b			
1.3 The Expiration Date shall be defi- extension.	ined as the date 5 years from	n the date FPL dots	mines it is first ready	to randor electric service to the
ARTICLE II - D	DETERMINATION OF INI	TIAL PERFORMA	NCE GUARANTY A	MOUNT
Applicant agrees to provide FPL ar	n initial Performance Osuran	ly to be determined by	y FPL as follows:	
2.1 FPL will estimate the total cost of pursuant to FPL's Electric Tarriff. The Based upon FPL's evaluation of Applican provided amount for each transformer will of FPL, not be connected within two year	remaining amount will be p of's construction plans, constru	prorated among the to ruction schedule, and r	total number ( ) of tre marker in which the sai	ransformers required for service abdivision is to be developed, a
2.2. In accordance with the above, the shall be	e initial Performance General	nty amount regional l -(S	by FPI, prior to sutall	ing the requested line estimates
		AYMENT ANDRES	FUND	
3.1 The Applicant dull pay the above that all transformers to serve new custon letter of credit in a form acceptable to FP	tners are officed. This amoun	carty to FPL to guar at may be paid at ead	artise that the Applicar h or secured by arther r	nt's development is completed s a sacety bond or introceable basi
3.2 This Performance Guaranty will improvoble bank letter of credit, no earlier		a pro rata basis of	. comment of the State	
	D.	(S		each utilized transformer and
with the first transformer utilized after to	the number of transformers p			nessfierner and shall commence reformers not contributing to the
And the state of t		on Sheet No. 9.421)		
		A STATE OF THE PARTY OF THE PARTY OF THE PARTY.		

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: October 9, 2007

First Revised Sheet No. 9.421 Cancels Original Sheet No. 9.421

### (Continued from Sheet No. 9,420)

- 3.3 If the Performance Guaranty is secured by a surely bond or introceable bank letter of credit, the Applicant may provide either an amended or explanement surely bond or introceable bank letter of explanement surely bond or introceable bank letter of explanement as provided for in Section 3.2. If, upon notice of cancellation or prior to expiration of a surely bond or introceable bank letter of credit, a replacement surely bond or introceable bank letter of credit in a form acceptable to FPL or payment to cash is not provided by Applicant to FPL, FPL will require the third party issuing either of these guarantees to pay the full balance due in accordance with this Applicant in cash. FPL will continue to refund the Performance Guaranty in accordance with Section 3.2 except such refund will be paid jointly to the Applicant and the designated third party having paid the Performance Guaranty amount. The sheek shall be provided to the Applicant with a copy to the third party.
- 3.4 Upon written consent from FPL, the Applicant may replace the balance of any cash Performance Guaranty with a samely bond acceptable to FPL. Upon receipt of such sursty bond, FPL will refund the balance of the cash Performance Guaranty. If a third party has usade payment to FPL pairsuant to section 3.3, then any such refund will be paid jointly to the Applicant and the designated third party. The check shall be provided to the Applicant with a copy to the third party.

### ARTICLE IV. FINAL SETTLEMENT

Any portion of the Performance Guaranty remaining usnefunded and not eligible for refund under the terms of this Agreement after the Expiration Date will be retained by FPL.

### ARTICLE V - TITLE AND OWNERSHIP

Title to and complete ownership and control over said extensions shall at all times remain with FPL and FPL shall have the right to use the same for the purpose of serving other customers or Applicants.

### ARTICLE VI - PROCEEDING WITH WORK

FPL, upon execution of this Agreement by both parties and receipt of the required Performance Guaranty, will proceed with the extension work as described in the phase and specifications smacked as EXHIBIT A, and all work done and materials used shall conform to the murhods and practices specified by FPL's originates.

### ARTICLE VII - ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, or representations, either written or verbal, between FPL and Applicant, made with respect to the matters herain contained, and when duly executed, constitutes the entire agreement between the parties, provided however, that all terms and conditions contained in our Underground Residential Distribution Facilities Installation entaining to the installation of underground facilities shall be adherealto.

### ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall insize to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the nurties hereto.

IN WITNESS WIEERECF, the parties have executed this Agreement in displicate the date first above written.

Charges and Terms Accepted by:

### Applicant (Print Type Name of Organization) Bry: Signature (Authorized Representative) (Print or Type Name) (Print or Type Name) Title: Title:

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

Effective: March 7, 2003

Second Revised Sheet No. 9.425 Cancels First Revised Sheet No. 9.425

Date		Premises (Location)		
Innevesable Bank Latter of Credit No.		Amount S		
		ONUMED	GCAL AMOUNT)	
APPLICANT.	PLONED	CIARY. A POWER & LIGHT O	OMPANY	
Affention:	Affection			
We hereby authorize Florida Power & Light Co	трану to draw он ик, онг инсерног	or assignee at eight at th	o offices	
	Market Control of Section 1998	G-07.14000101001010	De	
(FINANCIAL INSTITUTION)	CITREET ADDRESS)	(CITY)	(STATE) (239)	
any men not exceeding	ese e re-contrasticimos son	3 )mU	nited States currency for the exchance	
purpose of securing payment as outlined in the j	performance guaranty agreement, w	ith Applicant Nesse and	Address.	
The draft must be presented to us accompanied is drawn represents unusually due and payable by				ach the draft
11 OE 3	(APPL	ICANT NAME)		
The draft must bear upon its face the chase, "D dated, of	rawa under Latter of Coods No		(FINANCIAL INSTITUTION)	
of CSTREET ADDRESS)	(CITY)	(STAYE)	(ZIP CODE)	
You may draw up to the show amount in one of	e more deaffe.			
TO OUR KNOWLEDGE, NONE OF THE F A) An ownership relationship exists betwee B) Parties are owned by a common entity. C) Parties share ownership of another enti- NOTE: In the case of a corporation	een parties. N			
	ance with the terms of this Letter of	Condit will be shify hone	red upos presentation.	
We hereby agree that the draft drawn in compli-		and the second		Publication
We hereby agree that the draft drawn in complic THIS LETTER OF CREDIT IS IRREVCK.' No. 590, or such subsequent publication as not INPSE, shall be governed by and constraind in so	y be in affect on the date of invana	or of this letter of crolit	("ISPSE") and, as to matters not expressly	
THIS LETTER OF CREDIT IS IRREVOC. No. 500, or each subsequent publication as not	y be in affect on the date of insum coordinate with the laws of the fatter r and as compliance with the terms on of this Latter of Credit that it do does at least narry (90) days prior.	or of this letter of credit of Florida. of this Letter of Credit w all be deemed automatics to zay such expussion d	nill be honored if presented on or before for dly extended without mondesent for one y site we shall sortly you in writing, ontolio-	y covered by see year from year from the
THIS LETTER OF CREDIT IS IRREVOC.  No. 500, or each subsequent publication on me may may make the properties of the properties of the measurement in the We engage with you that all Drafts drawn under the date of insummod. However, it is a could be present or any fature expansion date hereof, in	y be in affect on the date of insum coordinate with the laws of the fatter r and as compliance with the terms on of this Latter of Credit that it do does at least narry (90) days prior.	or of this letter of credit of Florida. of this Letter of Credit w all be deemed automatics to zay such expussion d	nill be honored if presented on or before for dly extended without mondesent for one y site we shall sortly you in writing, ontolio-	y covered by see year from year from the
THIS LETTER OF CREDIT IS IRREVOC.  No. 500, or each subsequent publication on me may may make the properties of the properties of the measurement in the We engage with you that all Drafts drawn under the date of insummod. However, it is a could be present or any fature expansion date hereof, in	y be in affect on the date of insum coordinate with the laws of the fatter r and as compliance with the terms on of this Latter of Credit that it do does at least narry (90) days prior.	or of this letter of could of Florids.  of this Letter of Credit will be deemed automatics to any such expuntion of y such additional period.  Very truly yours,	nill be honored if presented on or before for dly extended without mondesent for one y site we shall sortly you in writing, ontolio-	y covered by see year from year from the

Issued by: Tiffany Coben, Director, Rates and Tariffs Effective: August 20, 2820

Third Revised Sheet No. 9.427 Cancels Second Sheet No. 9.427

10.100		
Bond No.	Service Addrew (Location)	
	SURETY BOND FOR PERFORMANCE CHARANTY AGREEMENT	
KNOW ALL PERSONS BY THESE THAY WE.	E PRESENTS , or Principal, and	
and existing moder the book of the Sc	sistents in the State of Florida, as Soroty are held and florely bound to Florida Power & Light Company, a nice of Florida, its successive and assigns, in the answer of A in bound recover of the United States.	NOT SECURED A
payment of which the Proceput and may be reduced according to Arth	(5) In the first increase of the United States. Surely, their here, executors, whereinterers, measurers and energies, are hereby jointly and severally be fir Hi of the performance guaranty agreement, a copy of which is attached hereto and made a part.	ust. This amount thereof.
	nized General Rules and Regulations for Electric Service, Florida Power A. Light Company regions the Pro once under the performance government, agreement.	ocipal to Sarreits a bond
	is of this obligation is such that if the Principal shall promptly pay all amounts which may be due by Princip orthogon governed agreement in the Principal's name at any or all promises, then this obligation shall be not	
payable or paid, the Sorety shall no	ordiess of the number of years this bond shall continue of he continued in force and of the number of po of be liable thereased: for a larger amount, in the aggregate, than the amount of this bond, unless as a in which case the Surety will also be liable for all costs in connection therewith and reasonable attorseys	it out he brought for
writing by certified mad extent receip	mid fire Swety no shul, this bond sury be cancelled by the Norsty as to naiseapaset liability by giving the respected in Florida Power & Light Company at P.O. Box 025209, Missed, Florida 33102-5209. The not Principal's name and copy of attacked performance generately agreement.	
Corporate Seel	Principal	MOTARY
of Principal	General Partner  iff applicables	SEAL/STAMP (99.7% SPA)
	By Tile	
	NOTARY CERTIFICATE PRINCIPAL MIGNATURE	
STATE OF		
COUNTY OF		
The foregoing instrument was	actorowie-light before me this day of by	
. 30	id	
w identific	ation or by means of [] physical presence or [] online notarization, and who shill obtained take as eath	
And:		
Swors to (or affirmed) and sub-	sorthed before me by muses of [] physical presence or [] online notestation, this day of	by
My Conmission Expires	Notey Public Print Name	
10100111111		
Corporate Seal	Sunty	NOTARY
of Sorety	Observed in attached Power of Alternay. If not Flunds resident, counter-speed, below.)	SEALSTAMP
		(SUBURY)
	Print Name	
	Countriesped by:	
	Counteringsof by(Florida proident agent)  From Name	
	Countersigned by(Florida resident agent)	
	Counteringsof by(Florida proident agent)  From Name	
STATE OF	Counteringsoft by	
COUNTY OF	Print Name: Print Address: NOTARY CERTIFICATE: SURETY SIGNATURE	
COUNTY OF	Construenced by (Florida moidest agent)  From Address  NOTARY CERTIFICATE. SURETY SIGNATURE  Schowwiselend before me thin for of the form	d (dd par) tid e as ord
COUNTY OF The fungoing indivenant was and And	Counterings of by (Florida moidest agent)  Print Name: Print Address:  NOTARY CERTIFICATE. SURETY SIGNATURE  India mediational before one thin. Any of 26	

Louised by: Tilliany Cohen, Director, Rates and Yariffs Effective: April 20, 2021

Third Revised Sheet No. 9.430 Cancels Second Revised Sheet No. 9.430

Irrevocable Bank Letter of Cro	dit No	Dute Issue	rd	
Amount \$ (NUMERICAL AM)	XINT)	FPL Mast	er Account No.:	
APPLICANT:		BENEFICIARY: FLORIDA POWE	R & LIGHT COM	(PANY
ugnessen w		r away con iii		
Attention:		Attention		
We hereby authorize Florida Pow	er & Light Company (FPL) to dra	w on us, our successors or assign	s at sight at the offi	ces of
-		AL DESCRIPTION OF THE PARTY OF		
	IENANG	AL INSTITUTIONS		
(STREET ADDRESS)	(CITY)	(STATE)	(ZIP)	
	44		remove of econom	r payment of t
for any sum not exceeding	dollars in United	States currency for the exclusive	furthess or account	
dectric account(s) of(C)  Deafts drawn hereunder must	al JISTOMER NAME) to presented to us accompanies	X =	furfice or account	
cleatric account(s) of	al JETOMER NAME) the presented to us accompanies at certifying that.	X =	#U 199034 IP 1990101 3	
Confra drawn hereunder must (1) FPL's signed stateme	al JETOMER NAME) the presented to us accompanies at certifying that:  MER NAMES	I by one of the following: us failed to pay when due, ch	arges for services	
CUSTO	at JISTOMER NAME) to presented to us accompanies int certifying that MER NAMES  MER NAMES	I by one of the following: as failed to pay when due, ch occunts in the State of Florida	arges for services	
CUSTO	JETOMER NAME)  the presented to us accompanies int certifying that.  MER NAME)  MER NAME)  AMERNAME)  - AN	I by one of the following: as failed to pay when due, ch occunts in the State of Florida D/OR -	arges for services	
CUSTO	at JISTOMER NAME) to presented to us accompanies int certifying that MER NAMES  MER NAMES	I by one of the following: as failed to pay when due, ch occunts in the State of Florida D/OR -	arges for services	
CUSTO  (C)  CPaffa drawn berounder must. (I)  FPL's signed stateme (CUSTO) (CUSTO) (CUSTO)	JESTOMER NAME)  the presented to us accompanies int certifying that.  MER NAME)  AMERINAME)  AN of certifying that: This Letter of the certifying that this Letter of the certifying that the certification is certified to the certified that the certifi	I by one of the following:  as failed to pay when due, che cocunts in the State of Florida DFOR - f Credit No.	arges for services	to any
CUSTO	at JESTOMER NAME) to presented to us accompanies of centrifying that.  MER NAMES  MER NAMES  - AN off certifying that: This Letter of the centrifying that the centrifying the centrif	I by one of the following:  as failed to pay when due, che cocunts in the State of Florida D/OR - f Credit No.  replacement letter of credit or	arges for services	to any
CUSTO	DESCOMER NAME)  to presented to us accompanies nt certifying that:  MER NAME)  MER NAME)  AN nt certifying that: This Letter of 0) days or less and provided a my.	I by one of the following:  as failed to pay when due, che cocunts in the State of Florida D/OR - f Credit No replacement letter of credit or	arges for services	to any
CUSTO  (C)  Deafts drawn become must l (1)  FPL's signed stateme  (CUSTO  (CUSTO  (CUSTO  (CUSTOME  The dyeft must bear upon its  dated  ()	at JESTOMER NAME) to presented to us accompanies of centrifying that.  MER NAMES  AMER NAMES  - AN of certifying that: This Letter of the centrifying that the centrifying the centrifying the centrifying the centrifying that the centrifying the ce	I by one of the following:  as failed to pay when due, che cocunts in the State of Florida D/OR - f Credit No.  replacement letter of credit or	arges for services	to any
CUSTO  (C)  Deafts drawn become must l (1)  FPL's signed stateme (CUSTO (CUSTO (CUSTO ED)  FPL's signed stateme will expere in thirty (3) Power & Light Compo (CUSTOME The dpoft must bear upon its	ISSOMER NAME) to presented to us accompanies nt certifying that  MER NAME) AMER NAME) - AN nt certifying that: This Letter of (i) days or less and provided a inty.  R NAME) face the clause, "Deswn under Let	I by one of the following:  as failed to pay when due, che cocunts in the State of Florida D/OR - f Credit No replacement letter of credit or	arges for services	to any

Doned by: S. E. Romig, Director, Rates and Tariffs Effective: February 25, 2011

Sixth Revised Sheet No. 9.431 Cancels Fifth Revised Sheet No. 9.431

	(Continued from Sheet 9.450)
You may draw up to the above amount in one of	or more drufts.
To our knowledge, more of the following entity  a. An ownership relationship exists b  b. Parties are owned by a common er  c. Purties share ownership of another	With
We hereby agree that the draft drawn in corpresentation.	impliance with the terms of this Letter of Credit will be duly honored upon
Chamber of Commerce Publication No. 590;	BLE and is governed by International Standby Practices ISP98, International or such subsequent publication as may be in effect on the date of issuance of ters not expressly covered by ISP98, shall be governed by and construed in a.
presented on or before shall be deemed sutomatically extended with hereof, unless ninety (90) days prior to any su-	er and in compliance with the terms of this Letter of Crodit will be honcred if  However, it is a condition of this Letter of Credit that it iout amendment for one year from the present or any future expiration date the expiration date we shall notify you in writing, certified mail - return receipt ther of Crodit renewed for any such additional period.
	Very truly yours,
	Bank (Print Name of Bank)
	(First Name of Oarse)
	70
	(Print Name of Bank Official)
	Title

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: May 17, 2018

Second Revised Sheet No. 9.435 Cancels First Revised Sheet No. 9.435

(TITLE OF OFFICER OR AGENT)  S Invevocable Back Letter (NUMERICAL AMOUNT)  issued for the be (DATE OF PREPARATION)  for the account(s) of	has the necessary authority to execute the  r of Credit Number enefit of Florida Power & Light Company and
(OFFICER OR AGENT)  \$	has the necessary authority to execute the r of Credit Number enefit of Florida Power & Light Company and
SInrevocable Bask Letter (NUMERICAL AMOUNT) issued	enefit of Florida Power & Light Company and
S Irrevocable Bask Letter (NUMERICAL AMOUNT) issued	enefit of Florida Power & Light Company and
(NUMERICAL AMOUNT)  issued	enefit of Florida Power & Light Company and
(DATE OF PREPARATION)  for the account(s) of	
	DMER'S NAME)
ONAME OF BANK EXECU	TING LETTER OF CREDITS
Bank: _	(Print Nume of Bank)
Corporate Seal By:	
	(Print Name of Bank Official)
Title_	

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: February 25, 2011

Fourth Revised Sheet No. 9,440 Cancels Third Revised Sheet No. 9,440

	SURETY BOND	
KNOW ALL PERSO	INS BY THESE PRESENTS:	
THAT WE.	as Principal at (mailing address)	
and	a surety company at	(mailing address)
Florida, as Surety are existing under the low- money of the United	beld and firmly bound to Florida Power & Light Company, a corporate of the State of Florida, its successors and assigns, in the amount of \$	s in the State of on organized and lawfu
& Light Company re- Principal and Florida	pursuant to its authorized General Rules and Regulations for Electric Service quires the Principal so establish credit for prompt payment of its monthly Power & Light Company agree that Principal may do so by furnishing the monthly utility hills to be rendered by Florida Power & Light Company;	utility bills, and
amounts which may b	EFORE, the condition of this obligation is such that if the Principal shall be due by Principal to Florida Power & Light Company for utility services mises, then this obligation shall be rull and void, otherwise it shall remain	in the Principal's
payment, or any part otherwise be restored or reorganization), then t have continued in exis-	FURTHER, that Principal and Surety jointly and severally agree that if at an thereof, of Principal's obligations to Florida Power & Light Company is or returned for any reason whatsoever (Including, but not limited to, insolver he Surety obligation shall, to the extent of the payment resembled or return tence, notwithstanding such previous payment, and the Surety obligation shall, or the case may be, as to such payment, all as though such previous p	rescinded or must say, bankruptcy or sed, be deemed to all continue to be
of the number of pres smount, in the aggreg- obligations in which as	IR, that regardless of the number of years this bond shall continue or be continued which shall be payable or paid, the Surety shall not be liable there are, than the amount of this bond, unless suit must be brought for enforcer are the Surety will also be liable for all costs in connection therewith and reaf and fees for appeals; and	under for a larger nent of the within
subsequent liability by Power & Light Computual not be effe Number	FURTHER, that should the Surety so elect, this bond may be canceled by giving thirty (30) days' notice in writing by certified mail-return receipt restry at 4200 W. Flagler St., Miami Fl. 33134 mail code RRD/GO. The noticely unless it includes the Principal's name and "?"  written thereon.	quested to Florida on of concellation
	ed thisday of	
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Sig	nature format in this section will vary depending on type of legal entity (Corporation, Partnership, Joint Ventury, Sole Proprietor)	
	(Corporation, Farthermap, Joint Ventury, Soie Proprieter)	
Corporate	Surcty	Notary
Seal	Barrier -	1447
Sell	(Designated in attached Power of Attorney, If not Florida Resident,	Seal
of SURETY	countersigned below.)	(Sunety)
Sec. 270-954-74 8		County 17
	(Continued on Sheet No. 9 441)	

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: July 11,2017

Cancels Second Revised Sheet No. 9,441 FLORIDA POWER & LIGHT COMPANY (Continued from Sheet No. 9.440) NOTARY CERTIFICATE-SURETY SIGNATURE STATE OF FLORIDA COUNTY OF \_ The foregoing instrument was acknowledged before me flus to me or [] has (have) produced \_\_\_\_\_\_ und \_\_\_\_\_ is identification or by mouns of [] physical presence or [] online notarization, and who did (did not) take air onli-Swom to (or affirmed) and subscribed before me by mums of [] physical presence or [] online notarization, this Notary Public, State of Florida Print Name of Notary Public My Commission Expires: \_\_\_\_\_\_ Commission Number Countersigned By:\_\_ (Florida Resident Agent's Address) (Florida Resident Agent) Florida. (Florida Resident Agent's Phone Number)

Third Revised Sheet No. 9.441

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: April 20, 2021

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Friedrick S. S. Rossig, Director, Rules and Teatlin Filtering January 1, 2004

Original Sheet No. 9.475

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		"Agreement") is made and entered into as of flus called in the "Customer") and Florida Power are	day of Light, a Florida co	, by and he econation thereinafter
cult	ad the "Company").		State of the state	Marie and the format of the first of the fir
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WHI Pub	IEREAS, the Company is an ele- dic Service Commission or any u	ectric utility operating under Chapter 206, Florida accessor agency thereto (horomather railed the "Com	Statutus, subject to the mission ); and	e junishetion of the Fla
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WH	IFREAS the Customer our room	ive electric service from the Company under well's	cheddo	at the following ser
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		alable under the Company's rate schedule. So service from the Company for all or a part of Cust		omic justification by th
WH	IEREAS, the Customer has show ing adjustment is made under the	en exidence and attested to its intention to not take c Company's Communical / Industrial Service Rider	decine service from t ("CISR") tariff, and	he Company unless a
	IEREAS, the Company has suffi for at least the following.	contrapacity to serve the Customer at the aforeme month period; and	utioned service localis	n for the foreseable fi
none Take	timus to pareture decire energy	g to make a pricing adjointment for the Customer is continued from the Company at agreed upon sen- an algebra service conjuments served by the Cu	ice locations (for pur)	poses of this Agreemen
NO	W THEREFORE, in consideration	on of the mutual covenants expressed berein, the Co	repany and Customer	agroe as follows:
ı.	the Corepany's tariff, rate school schedule(s) may be spockfashin Customer agrees to abide by all	the flature and approved by the Commusion (except applicable requirements of the beriff, rate schools! this Agreement. Copies of the Company's current!	pproved by the Comm t in described in Sect r and C	mission or as said tariff ion 6 berein). The TSR tariff, output to the
2.	Term of Agreement - This Agreement -	greenest shall remain in force for a term of	months commen	cing on the date above
3	Modifications to Tariff and R	ate Schedule - See Exhibit "IS" to this Agreement.		
X)	requirements for alcottle exposi-	ng the turn hereof, the Customer agrees to pure by unst-energy for its facilities and equipment at the ements for capacity and energy" may exclude our fifte date of this Agreement.	service location (s) d	escribal in Eshibit A h

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: February 4, 2014

Original Sheet No. 9.476

(Continued from Sheet No. 9-475)

- Termination This Agreement shall sension in effect for the period defined in the Term of Agreement above. This Agreement may
  be terminated in the following macroers.
  - a. Modification of Rate Schedule In the event that any provision of any applicable rate schedule(s) is arrestled or modified by the Commission in a manner that is material and adverse to one of the parties hereto, that justy shall be entitled to ignitivate 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 pradent, this Agreement shall be considered terminated immediately upon multilinding.
  - c. Insecurate or Misheading Information For the purposes of this Agroment, in the event that it is determined that the Customer has provided successful or misheading information to the Company, which the Company solid upon in unturing into this Agroement, this Agreement shall be considered terminated introductry upon such a determination by the Company, and within thirty (30 days) the Customer shall remit to the Contigury 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 8 to this Agroment.
  - d. Minimum Lead 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 digible for the CISR and the Company may cancel the Agreement and immediately discontinue any negotiated discounts.
- Entire Agreement This Agreement supersedes all provious agreements and representations either written or oral berefore made between the Company and the Customer with respect to the matters herein contained. This Agreement, when thisy executed, constitutes the only agreement between the parties hereto relative to the matter herein described.
- Incorporation of Yariff 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 ununded 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.
- Nestices All revices and other communicas horsender shall be in writing and shall be delivered by hand, by prepaid first class registered or certified mail, return receipt requested, by courter or by factorale, seldersted as follows:

If to the Company:	Florida Power and Light 700 Universe Blvd, CEA/JB. Juno Beach FL 33408 Facsimile Attention
With a copylor	Florida Power and Light 700 Universe Blvd. CEA/JB June Beach FL X3408 Pacsanile. Attention:
If to the Costomor:	
	Facurate: Attention
With a copy to:	
	Facsaralic Attention
Except as otherwise expressly provided in this Agreement	it, all notices and other communications shall be determined effective upon

(Continued on Short No. 9 477).

Issued by: S. F. Romig, Director, Rates and Fariffs

Effective: February 4, 2014

First Revised Sheet No. 9.477 Cancels Original Sheet No. 9.477

(Continued from Sheet No. 9.476)

- 9. Assignment; No Third Party Seneticiaries This Agreement shall impre to the benefit of and shall bind the successors and assigns of the parties hence. No assignment of any rights or delegation of any obligations become shall have the effort of releasing the assigning party of any of its obligations becomeder, 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 heroto or such signatory party's successors and assigns.
- 10. Walver At its option, either party may waive any or all of the obligations of the other party contained in the Agreement, but moves of any obligation or any breach of this Agreement by either party shall in no event constitute a moiver as to any other obligation or breach, or any future breach, whether similar or dissimilar in nature, and no such waiver shall be binding unless signed in writing by the waiving party.
- Headlines The section and paragraph hasdings contained in the Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.
- 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.
- 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 undit 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 annihilate for review by the Commission and its shall only and such review shall be made under the confidentiality raises of the Commission.

IN WITNESS WHEREOF, the Costones said the Congrany have executed him Agreement the day and year first written above.

ibaloson.	ly
	Abost
trainess.	FLORIDA POWER AND LIGHT
	by:
	Attest.

(Continued on Sheet No. 9.478)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: September 17, 2018

## FLORIDA POWER & LIGHT COMPANY Original Sheet No. 9.478 (Continued from Sheet No. 9.477) Contract Service Agreement Exhibit A Customer Name and Service Location(s): (Continued on Short No. 9-479)

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

Lincols Organial Sheet No. 9,479

(Comment Grop Store Str. 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 seats may be solded in accordance with the CSA)

All other charges including enformer trace charge and claims rates find end recovery, enquests conferencely, conferencely and recovery, and storm charge will also be based on the Customer's otherwise applicable rate.

Laured by: I Illiam Citien, Senior Director, Regulator: Pales, Con et Spring and Station, S. F. Reimin, Director, Raine and Faculty, Effective: 6 observers, 4, 2014

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Fifth Revised Sheet No. 9.490 Cancels Fourth Revised Sheet No. 9.490

	,, by and between	day of	Agreement is made this	This
, Florida	in	1172-1171	led the "Customer"), located at	bereerafter call
da (heremafter called the	l under the laws of the State of Florida	V, a corporation organize	A POWER & LIGHT COMPAN	and FLORIDA
ere either taking service	ters who, as of March 19, 1996, wer	pplicable only for custon	This agreement is available and a	"Company").
	rowed version of this agreement.	ed copies of un earlier upp	C Schedule or had fully execut	under the CII
	тн	WITNESSE		
nd the Customer agree	sta expressed herein, the Company and	l covenants and agreemen		For an follows:
-1 ("Schedule ablic Service rence is made in this my be modified from	es to take electric service subject to the ad Control Frogram Schedule CLC-from time to time by the Florida Publids and agrees that, whenever refere refer to Schedule CLC-1 as it may roved Schedule CLC-1 is attached.	commercial Industrial Lo d or as may be modified The Customer understar -1, both parties intend to Company's presently app	conditions of the Company's C CILC-1") as currently approve Commission ("Commission"). Agreement to Schedule CILC	1
nation. Should the rvice under Schedule	to Limitation of Availability, until- ted least five (5) years prior to termin inpany and later desire to resume service ten notice prior to resuming service u	upon written notice given be removed by the Con	the Company or the Customer Customer terminate service or	2
on Rules ce -Terms and	erminations made under Commission 25-6 0438, F.A.C., Non-Firm Service	or Electric Utilities and	Service under Schedule CBLC 25-17.0021(4), F.A.C. Goals i Conditions, or any other Com	3.
kw r's service. If the Customer shall enter on parallel with the eded during periods shoulde) be reduced out to meet the mer, the Customer's g as the charge in the the controllable portion try (90) days prior to	el oflew ("Firm Demand") du ii) to provide a load reduction of impany is controlling the Customer's pment in parallel with FPL, the C prior to operating such equipment a il (as applicable) shall not be exceed Controllable Demand" level (as appli- the Customer operate its equipment into of the Company and the Custom insequently raised or lowered, so long in result of a transfer of load from the c Company, in writing, at least manel if the Customer's backup generation is	Customer's service, or (on periods when the Co- backup generation equi- ment with the Company The 'Firm Demand' lev- ling load, nor shall the ' sarry has requested that Upon mutual agreem the Demand' may be said to Demand' level is not a 'astomer shall notify the	("Controllable Demund") dury Customer chooses to operate into an interconnection agree Company's electrical system, when the Compuny is control during periods when the Com "Controllable Demund" level "Firm Demand" or "Controlla" Firm Demand" or "Controlla" firm Demand" or "Controllable of the Customer's load. The	4.
	No. 9.491)	(Continued on Sheet		

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

Fourth Revised Sheet No. 9.491 Cancels Third Revised Sheet No. 9.491

(Continued from Sheet No. 9.490)

- 5. Prior to the Customer's receipt of service under Schedule CILC-1, the Customer must provide the Computy occess at any reasonable time to impect any and all of the Customer's load control equipment and/or backup generation equipment, and must also have received approval from the Compuny that the load control equipment is satisfactory to effect control of the Customer's load, and/or the backup generation equipment is satisfactory to contribute to the Controllable Demand level. The Customer shall be responsible for morting any applicable electrical code standards and logal requirements pertaining to the installation, maintenance and repair of the load control and/or backup generation equipment. It is expressly understood that the initial approval and later suspections by the Company are not for the purpose of, and the Customer is not to rely upon any such inspection(s) for, determining whether the load control and/or backup generation equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.
- 6. The Customer agrees to be responsible for the determination that all electrical equipment to be controlled and/or backed up is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.
- 7. Within two (2) years of this Agreement, the Customer agrees (i) to perform the necessary changes to allow control of a portion of the Customer's load and/or (ii) to install or have in place backup generation equipment to contribute to the Controllable Demand level. Schedule CILC-1 cannot apply earlier than this date unless the Company so agrees. Should the Customer full to complete the above work by the above-specified date, or should the Customer full to begin taking service under Schedule CILC-1 during that year, this Agreement shall become null and void unless otherwise agreed by the Company.
- 8. Upon completion of the installation of the load control equipment und/or any necessary backup generation equipment, a test of this equipment will be conducted between the hours of 7 a.m. and 6 p.m. Mossky through Friday, excluding holidays. Notice of the test shall be provided to the Company at least five (5) business days in advance of the date of the test, and the Company shall be afforded the opportunity to witness the test. The test of the load control equipment will connect of a period of load control of not less than one hour. Effective upon the completion of the testing of the load control equipment and/or the backup generation equipment, the Customer will agree (as applicable) to either a "Firm Demand" or a "Controllable Demand". Service under Schedule CILC-1 cannot commence prior to the installation of load control equipment or any necessary backup generation equipment and the successful completion of the test.
- 9. In order to minimize the frequency and duration of interruptions under the CILC Program, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Schedule CILC-1. The Customer electrology not elect to continue taking service under the Continuity of Service Provision. Service will be provided only if capacity und/or energy can be obtained by the Company and can be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to firm Customers. The Customer may counterment the election specified above by providing written notice to the Company pursuant to the guidelines set forth in Schedule CILC-1. The Company's obligations under this Section 9 are subject to the terms and conditions specifically set forth in Schedule CILC-1.

(Continued on Sheet No. 9 492)

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

Effective: November 15, 2002

Third Revised Sheet No. 9.492 Cancels Second Revised Sheet No. 9.492

(Continued from Sheet No. 9.491)

- The Company may terminate this Agreement at any time of the Customer's lead control organization fields to permit the Company to affect control of the Customer's lead, and/or if the Customer's organization fields to must the Controllable Demand level. Prior to any such termination, the Company shall softly the Customer's lead transport (9% days in advance and describe the failure or malfunction of the Customer's lead control organization adapt generation equipment. The Company may then terminate this Agreement at the end of the 90-day notice period urbans the Customer takes measures necessary to remody, to the Company's satisfaction, the deficiencies in the load control opapitions under the bookup generation equipment. Notwithstanding the foregoing, if at any time during the 90-day period, the Customer other refuses or fails to institute and pursue consolve action, the Company shall be smitted to suspend forthwith the mortility billing scalar the Schedule CLC-1, to bill the Customir under the otherwise applicable from service rate schedule and to apply the robilling and penalty processors crammoted under "Charges for Early Termination" in Schedule CLC-1.
- 11. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of control of electric service pursuant to the terms of Scholulo CILC-1 by remote control or otherwise, under installation, operation or maintenance of the Contonion's generation opagament to controllable Designation.
- This Agreement supersedes all previous agreements and representations, either written or onl, herotofore made between the Company and the Customer with respect to matters heroin contained.
- 13. This Agreement may not be assigned by the Customer without the prior written consent of the Company. The Customer shall, at a minimum, provide to the Company a copy of the articles of incorporation or partnership agreement of the proposed assignee, and a copy of such assignee's most recent around report at the time an assignment is requisited.
- This Agroment is subject to the Company's "General Rules and Regulations for Electric Service" and the Rules of the Commission.

IN WITNESS WHIDECH, the Customer and the Company have caused this Agreement to be duly exceeded as of the day and year first above written.

# COMPANY Company Signed Signed Name Name Title CUSTOMER (public) Governmental Entity Attest Superior Su

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

Effective: March 7, 2003

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	☐ Generator	☐ Control Cir	rout Wiring	
	Switch Gear	☐ Other	255	
	FROM (Owte	Time)	то	(Date/Time)
П	CHANGE CONTINU PROVISION FROM		(COSP)	
D	CHANGE CONTINU PROVISION FROM		(COSP)	
Custo	mer's Signature		Done	Time
APPROVALS	i: ad Management		Date	Time
FPL TOP			Date	Time
TO:			22.70	
FPL APPROV	Contoner No FAL FORTHANGE:	elik	Date	Time
C	Vas			
	NO Remarks			
	d Management Authoriza	700 M.C		Time

Found by: S. F. Remig, Hierator, Rates and Yamills Hillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: Necessitars 18, 2002.

First Revised Shert No. 9.495 Cancels Original Shert No. 9.495

Thi	s Agreement is made this	day of		by and between
orponatio	in on ceganized under the laws of the	Florids, and Fl State of Florids (horeinafter called th	ORIDA POWER & LIGHT c "Company").	COMPANY, a
		WITNESSETH		
For a follows		covenants and agreements expresse	d herein, the Company and the	: Customer agree
Œ	of the Company's Commercial I be modified from time to tin understands and agrees that, wh refer to Rider CDR as it may be	and the Customer agrees to take ele industrial Demand Reduction Rider- ne by the Florada Public Service tenever reference is made in this A ne modified from time to time. A co it A, and Rider CDR is hereby made	"Rider CDR") as currently at Commission ("Commission greement to Rider CDR, bot upy of the Company's present	oproved or as me '). The Custom h parties intend the dy approved Rid
2		If certime, subject to Lamitation written notice given at least five (5)		ted by either th
3.		be subject to determinations made at 25-6.0438, F.A.C., Non-Firm 5		
*	Company is controlling the Cus- parallel with FPL, the Customer such equipment in parallel with be exceeded during periods wh the Customer, the Customer's "Firm Demand" level is not a re-	ced a usage level ofKW ( tomer's service. If the Customer ( shall enter into an interconnection the Company's electrical system. The cn the Company is controlling load from Demand' may be subsequently sailt of a transfer of load from the a any, in writing, at least ninety (90) di	oses to operate tockup general agreement with the Company of "First Demand" level (as ap . Upon mutual agreement of mosed or lowered, so long as to controllable portion of the Cu	prior to operating operation operation operation operation operation operation of the Company of the change in the
	reasonable time to inspect any equipment, and must also have generation equipment is satisfact meeting any applicable electrics and repair of the load control of initial approval and later inspec- upon any such inspection(s).	of service under Rider CDR, the Cur y and all of the Customer's load received approval from the Compan- nory to effect control of the Custom of code standards and legal require equipment and/or backup generation tions by the Company are not for i or, determining whether the load maintained or is in compliance with	control equipment and/or by that the lond control equipment load. The Customer shall events pertaining to the install equipment. It is expressly us the purpose of, and the Custo control equipment, and/or by	seckup generationers and/or backs be responsible for ation, maintenance indentional that the aner is not to re- suckup generation
		(Continued on Sheet No. 9.496)		

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: November 15, 2002

Second Third Revised Sheet No. 9.496 Camely SecondFind Revised Sheet No. 9.496

### (Continued from 55sel No. 9,495)

- The Customer agrees to be emportable for the demonstrated out all characteristic papers at the best extended on the first term of the popular and working condition. The Company shall not be responsible for the repair, constrained or implements of the Constraint organisation.
- Willian two (2) years of this Agreement, the Conforms agrees to (i) perform the recovery always to allow control of a portion of the Conform's local and/or (ii) untill be lince in place backup generative repayments to contribute to the demand reduction level. Should the Customer fail to complete the above work by the above-specified date, or should the Customer fail to began taking service under Rather CDR during that your, this Agreement shall become null and your unless otherwise agreed by the Company.
- 8. Upon completion of the installation of the load control equipment and/or backup generative equipment, a test of this equipment will be conducted at a mutually agreeable time and date. This time and date shall typically be terifin the Controllable Rating Period indees otherwise agreed by the Company. Notice of the test shall be provided to the Company at least five (5) business days in advance of the date of the test, and the Company shall be affected the opportunity to witness the test. The test of the load control equipment will consist of a period of load control of not less than one hour. Effective upon the completion of the load control equipment will consist of a period of load control of not less than one hour. Effective upon the completion of the testing of the load control equipment and/or backup generation equipment, the Contente will agree to a "Firm Demand". Service under Rider CDR control equipment and/or backup generation equipment and the successful completion of the test.
- 9. In order to minimize the frequency and duration of interruptions under the Commercial Industrial Demand Reduction Rider, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continenty of Service Provision in Rider CDR. The Contourse electrodoes not elect to continue taking service under the Continuity of Service Provision. Service will be provided only if capacity and/or energy can be obtained by the Company and can be transmitted and distributed to note their Contourne without any impairment of the Contourney's system or service to firm Customer. The Customer may countermand the electron specified above by providing within robove to the Company parament to the paiddines set forth in Rider CDR. The Company's obligations under this Section 9 are subject to the Company is pecifically set forth in Rider CDR.

The Company may turnamed this Agreement of any turns of the Contemp's load control equipment and/or backup generation equipment has be permit the Company to effect contact of the Contemp's load. Prior to any some turns attention the Company shall nearly the Contempor at least sensity (20) there are dependent and describe the falses or maliferation of the Contemps had control equipment and/or hadden generative equipment. The Company near may reminde the Agreement of the and of the Works proved privad unless the Contemps to be used of the Works proved privad unless the Contemps to be an excessory to provedy, in the Company's confedence, the deficitionism of the load coupled equipment and/or backup generation equipment. Notwithstanding the Sopposing, if at any time during the Works period, the Contemps relief reduces or fails to interms under the contemps action, the Company shall be untitled to coupled for mentally used to make Richa (CDR, but the mental or fails of the Contemps applicable from service rate ached size and makes copy the mixture and potalty provisions minimization or fails.

- 10. The continuous agrees that the Community will not be bable for any damages or organise that may except as a resident across of decine service pursuant to the minus of Ratus CDR by remove control or otherwise; without manifestor, operation or minus anno of the Continuous generation apagement to must the Form Decimal Level.
- 11 The Agreement expenseds all previous agreement and representations, return neither in real, bureroline made between the Computer with respect to material forest contained.
- 12 This Agreement may not be assigned by the Contents without the provisions consent of the Company. The Contents shall, at a resumment provide to the Company a copy of the articles of exemposition or particularly agreement of the proposed assigned and a topy of each assigned most recent article in the time on assignment is requested.
- The Agramment is reflect to the Company's "General Releasand Regulations for Electric Source" and the Riden of the Economics.

(Command on Shart No. 9, 607)

based by S. E. Rome Tilling Cohen, Senior Director, Regulatory Rates, Cod of Service and Systems Director, Rose, at Toroft Effective: March 30, 2004

First Revised Sheet No. 9,497

	(Continued from Sheet No. 9 496)
IN WITNESS WHEREOF, the Custom and year first above written.	ver and the Company have caused this Agreement to be duly executed as of the day
CUSTOMER (private)	FLORIDA POWER & LIGHT COMPANY
Company:	Signat
Signed	Niene:
Name	
Tide:	
CUSTOMER (public)	Attest
Governmental Entity:	Signed
Signet	By
Name	Clerk/Deputy Clerk
Tota	

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

Second Revised Sheet No. 9,500 Cancels First Revised Sheet No. 9,500

			RECEIPT OF SERVICES	
				FPL Account Number
eten	ner Na	mc	Cystomer /	Address
y:			State	ZipCode
	1 hes	dry acknowledge recopt from Flor	ida Power & Light Company (FPL) of th	as following services:
	1		e halding shift, and the space hosting or This energy sodit inspection was made	soling and nater heating equipment of my residence
			y FPL energy sustitor e to my roadence (check all applicable)	and covered the folio
	O Pe O Re	olking eatherstripping mace Efficiency Modification placement Central Air oditioner	O Floor Insulation O Duet Insulation O Water Heater Insulation O Stoem Windows	O Solar Domestic Water Heating O Window Hoat Gain Remediates O Replacement solar swittening pool heater O Waste Heat Recovery Water Heating
	UCe	iling tresilation	Official absorbing reflective windowidoor material	0
	OW	all insulation.	O Load Management Devices O Clock Thermostats	0
	The I		to me why any of the above conservation	n masseus not checked are not applicable to my
	2.	thused upon typical local prices (based upon FPL/s currently effi-	for materials and installation), and the octive tastif). This scritten audit report, a	(checked above), the estimated cost of each me estimated energy savings from restaling each me a copy of which is attached, was provided to me impection, and has been explained to me fully.
	λ	An information package contain	ing a list of no cost/low cost conservation	practices which are applicable to my rasidence.
	The resid these on a house	VICE FEE will be added to my FF procedures used to make the est tential energy modits. However, it is measures may be different from necessaryments of the house, the chold. Further, the total energy	<ol> <li>cleenie service bill. I flather understar imates of energy savings are consistent be actual installation costs incurred an order estimates contained in the audit of y are also based on assumptions wh</li> </ol>	t with Department of Energy criteria for of energy savings realized from installing report. Although the estimates are based lich may not be totally correct for the sore than one program measure may be
	Leces	noweds nor for any conseque	outlal or incidental damages resulting if free from defects and properly in-	allation of any conservation measures it ig from defects therein, and does not stalled, will result in the energy savings
	Sign			
		Customs	# Data	

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

Fifth South Revised Sheet No. 9,600 Cancels Fifth Female Revised Sheet No. 9,600

			THE ACCIDING NO
			PIC PIENTEE SVI.
		AUREKARAT FOR	CERT GLABLE SERVICE
Her Agree	course to smale this	derof	by and between
Rectuin.	r cidled the "Customer"), i	located at	
Resident	Florida Press & Light Con-	pany, o corporation, organization	ed accessing tools the lates of the basis of Herala Oceanistic collect the Compu
		WI	NESSETH
That the said	Lin countries of the man	ad owners and agreements an	Erth burner the parties bonds open as follows:
trival	per monthly the Custo	But Charge, Deniand	a Schoolde control countries "A", which is made a part of the interfficient to quality by each case it is nearly agreed and for Charge for the minimum demand or the conventy efficient thousand for the conventy efficient thousand has sometimes charge provided by an Exhibit "A".
There's	the Chargestr agrees to an	nust Demand by 200 kW or my	or specification of the Company
	the Commer agrees to a party.	retal to a manness demaid	id kW during the contrasted person specified by (
Ministración Sicher Biorn Biorn	and specified in purapose to (32) results period. The state marked Exhibit *AC. for decrease the total are	6.3 the Uniformer has the character, artifact to the Text, a charge to the statement of New Form Dorman of	Departs between the Continue's morehin billing demand and Demandary option to severe the contracted management demand and deman the basis is of Services studies the Proteiness for Early Territoristics. of the In- ternant specified in paragraph 3 may be used provided that the armo- stagement pursuant to the Rain Edwards marked Earlith "A", during 8 or the armony of the number of billing mostles makes the Rain Scientific
2000	ver from the Customer all	oscess curtailment credits in	son to curtail to the demand specified in paragraph 3, the Company should in the proceeding 36 months, or since the last curtailment whichever th the Rate Schedule marked Exhibit "A".
Cint	ensive rate ochedule which tomer. In the event any of	h may be approved from tin	to time by the Florida Public Service Commission, shall apply to be not met, the Customer will be placed on an appropriate non-cartailal
FROM Chief sensi	ensive rate ochodule which tonue. In the event any of ion rate for a period no less	h may be approved from the flavor terms and conditions as than the term of service of the party in economics, any rights	to time by the Florida Public Service Commission, shall apply to to not met, the Costomer will be placed on an appropriate non-cuttailal a rate.
That	ensive rate ochedule which tonner. In the event any of ion rate for a period no less of failure or delay by officer er of any of the provisions of this Agrocosest superred.	h may be approved from the three terms and conditions as than the term of service of the party in accoming any rights hereof.  on all provious agreements or	to time by the Florida Public Service Commission, shall apply to re-not met, the Costomer will be placed on an appropriate non-cartailal s-rate.  The remodule provided bresis or by law, shall not be deemed to constit
FROM Class services of the control o	ensive rate ocheckele which tomer. In the event any of ice sate for a period no less it failure or delay by order ver of any of the provisions it this Agroement superred- the Company, with respect	h may be approved from the three terms and conditions a than the term of service of the purty in according my rights hereof. or all provious agreements or the the matters contained here hereby cannot the Agreement of	to time by the Florida Public Service Commission, shall apply to the not met, the Contoner will be placed on an appropriate non-cartailal a rate.  The remoduse provided bearin or by law, shall not be deemed to constitute the state of the constitute of the state of the constitute of
FROM Client services  T. There region  R. There and I services are	ensive rate ocheckele who tomer. In the event any of ice rate for a period to less it failure or delay by other ver of any of the provisions it this Agreement superred- the Company, with respect SS WHERROF, the paties	h may be approved from the three terms and conditions a than the term of service of the purty in according my rights hereof. or all provious agreements or the the matters contained here hereby cannot the Agreement of	to time by the Florida Public Service Commission, shall apply to se not met, the Customer will be placed on an appropriate non-cartailal trate.  The remodies provided bearin or by law, shall not be deemed to constitute provided bearing or by law, shall not be deemed to constitute provided bearing or by law, shall not be deemed to constitute provided bearing or constitute between the parties.
FROM Client works  The	ensive rate ocheclate which tomat. In the event any of ion rate for a period no less of failure or dulay by other err of any of the provinces of this Agreement experted the Company, with respect SS WHEREOF, the paties of the day and your first wirt	h may be approved from the three terms and conditions as than the term of service of the party in accommag any rights bereof.  or all provious agreements or the the matters eventured here: hereby council the Agreement to the above.	to time by the Florida Public Service Commission, shall apply to the not met, the Contoner will be placed on an appropriate non-cartailal state.  The remoding provided bearings by law, shall not be deemed to constitute provided bearings by law, shall not be deemed to constitute provided by written, verbal, or otherwise between the Custom or and constitutes the outre Agreement between the parties.
FROM Chief work of the Chief work of the Chief work of the Chief work of Chief work of Chief work of Chief work of the C	ensive rate ochechale which tonner. In the event any of ion rate for a period so less of failure or delay by other err of any of the provinces of this Agreement superred- the Company, with respect the Company, with respect SS WHEREOF, the patter of the day and your first writ of freeze, Ayengland.	h may be approved from the three terms and conditions as than the term of service of the party in accommag any rights bereof.  or all provious agreements or the the matters eventured here: hereby council the Agreement to the above.	to time by the Florida Public Service Commission, shall apply to the not met, the Contener will be placed on an appropriate non-cartailal a rate.  To remodise provided bearin or by law, shall not be deemed to constitute a presentations, either writen, verbal, or otherwise between the Custom a and constitutes the outer Agreement between the parties, or by excepted in triplicate by that daily authorized representatives to be
FROM Chief work  T. That work  S. There and to the other and	ensive rate ochechale who comme. In the event any of ion rate for a period so less trained or delay by office or delay by office or day of the provisions this Agreement superred the Company, with respect SS WHEREOF, the parties of the day and your fast with Tomos Accepted.  [Proof of type times of Fegur	h may be approved from the three terms and conditions as than the term of service of the party in accommag any rights bereof.  or all provious agreements or the the matters eventured here: hereby council the Agreement to the above.	representations, either written, verbal, or otherwise between the Custom is and constitutes the nature Agreement between the parties or by encoded in triplicate by that dely authorized representatives to be PLOREDA POWER & LEGHT COMPANY.

I sound by: No. 10 March Callery, Microbian, Marchan, Mar

First Revised Sheet No. 9.610 Cancels Original Sheet No. 9.610

	CURTAILAI	BLE CUSTOMER	REQUEST FOR A	PPROVAL	
то	FPL C/L/OAD MAY FAX: (305) 552-248	NAGEMENT 2			
FROM:	Name:			Date Sent:	
0.0000	Service Address	eiee////intel		Time Sent:	
	Account No.:				
	Fax No.:				
REQUEST F	OR APPROVAL TO				
C	CONDUCT MAINTEN	ANCE ON EQUIE	MENT		
	□ Generator	☐ Control C	ircuit Wiring		
	☐ Switch Gear	□ Other			
	FROM		TO		
	(LX	de/Time)	(Date/I	ane)	
Class	tomer's Signuture		Date	Time	
					177
APPROVAL					
\$200 CULT					
FPL C/I I	ond Management		Dete	Time	
FPL CAL	ond Management		533		
	ond Management		Date_		
FPL TOP	ond Management		533		
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FPL TOP  TO:  FPL APPRO  C	Oustomer N OVAL TO CHANGE: 1 YES 1 NO Remarks		Date_	Time	
FPL TOP TO: FPL APPRO	Oustomer N OVAL TO CHANGE: 1 YES 1 NO Remarks		Date_	Time	

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: November 15, 2002

Neural Third Revised Sheet No. 9,650 Cuncels Second First Revised Sheet No. 9,650

	Tim Agreement, made the	day of	by mid between
		discrement	ter selful the Customer located or
110	eida Fower & Linde Company, a corp	til traine against bee borongro mother	Florida use the laws of the State of Florida thereinafte
Gd.	led the Company)		
		WITSESSETH	
th	at for and in resoldention of the mut	al ocymunis and agreements set Sarth	hereas. The parties hereto agree se follows:
1		service privated to Rate Schedule gli the provisions for certain levels of	rendered Estable *A* which demand swage are not met.
4		whichever is farger, and the Essay	Demand Charge for the numbers demand Charge but never less than the minimum
K.	provisions of the Rate Schedule an		d qualifies the Contensor for service and paragraph 2 are waived for the sext elev-
ě.		or shall be outleast void and service	d requires the Customer to be surveil use staff by residered under the appropriate in
5.	The first delice of a proposition of the first care	n of service provided in Exhibit *A*, viding written notice to the other part	this Agreement may be terminated by eith y.
6.		shedule which may be approved from	which is attached to and made a part of the time to time by the Florida Public Servi
7.			, either written, verbal, or otherwise betwee herein and constitutes the entire Agreement
	WITNESS WHEREOF, the parties her resentatives to be effective as of the day a		in triplicate by their duly authorized
ch	arges and Trans Assepted.		
125	поволог (Ран) се 15 регламе об Оецицилав		LORIDA POWER & LIGHT COMPANY
Úý.		By:	
	Separate (Audionated Representative)		(Signature)
	(Printed hypermane)		(Frail or (Specimer)
-			

Issued by: Littan Cohen Senier Director, Recolutery Rates, Cost of Service and Systems S. E. Rossier, Director, Rates and Furtificative: Minrols 7, 2005

FLORIDATIONS	C& LIGHT COMPANY	Cannols d'Iret Marderel Sheet No.
COMMONTALEACT		
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Condeminium		
Copyrality		
Association	INDIVIDENCE	_
	Allimber	ANALYSIS ACTABLE
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failthe peliculation	us the development	
	of command on these	file the state of

FLORIDA POWER & LIGHT CO	AIFASY	Cancels Original Sheet No. 0.
	Q-Striament from Street	750 (1907)
The translations in the competitude to the competit	many franchistral languages	and another or some makes and a single day in
greened multiples to come and one top. The	resolves the independent comme	in the side of the second side of the second
Signed _	Asserted by	SUBJECT OF THE STATE OF THE STA
Title-		
Date	Thire-	
	(Catalogical transfer of the	DAMES -
limited by: S. F. Romig, Director, 1 1/Heriton - Junuary 29, 2003	Rates sout Torotto	

ACCOUNT NUMBER	SERVICE ADDRESS	SEAVICEURED FOR	SARALANA.
		-	
	THE FOLLOW	NO DO NOT CULLES	
ADDOCHITAGARAM	SEMACE ADDRESS	BENNCE-USECHOR	CLASS THE
	1 6400	-	

listed by S. F. Rossig, Director, Rates and Tariffs (Filerity) Junuary 29, 2003

Original Short No. 9.665

Condominum Name Name as shown on FPE, Account	Condominium Address FPL Account No.
The Florida Public Service Commission provi condominum buildings operating in a manner electric metering requirement for resort condo 1. The Declaration of Condominum short term such as per day or per wee 2. A registration deak, Jobby and cer 3. A record is kept for each unit sho	des through Florida Administrative Code (F.A.C.) Rule 25-6 049 that similar to botels and motels can qualify for an exemption from the individual ministrative of the following criteria are used solely for overnight occupancy (a k where permanent residency is not established), tral telephone switchboard are maintained, and wing each check-in and check-out date for the unit and the name(s) of the the unit between each check-in and check-out date.
condominium association of the condomir Customer'), and by the Customer annually conversion to individual metering, if require any remaining undepreciated cost of any ex-	of initially by the owner or developer of the condominium named above, or the num named above, or the customer in the EPL account named above ("the thereafter, that the above criteria have been met, and that any cost of future I, shall be home by the Customer. These costs shall include, but not be limited to ating distribution equipment which is removed or transferred to the ownership of effection of any distribution equipment, less the salvage value of any removed
for Compliance assigned by FPL. Upon re- collect evidence needed to determine wheth	this attestation must be provided to FPL annually by the Armual Attestation Date quest and reasonable notice, FPL shall be allowed to inspect the condominium to er the condominium is in compliance with F.A.C. Rule 25-6.049. If the criteria
above are not met, then FPL shall not prov within 10 days if, at any time, the condomini	ide master-metered service to the condominium. The Customer shall notify FFL am ceases to meet the requirements in F.A.C. Rule 25-6 049.
within 10 days if, at any time, the condomining of a condominum is master metered under above, or the Customer fails to make the antile Customer that the condominium is no lecter evidence to the contrary within 30 day units within sec months following the date or	om ceases to meet the requirements in F.A.C. Rule 25-6.049.  the exemption in F.A.C. Rule 25-6.049 and subsequently fails to meet the criteri mad attestation required by F.A.C. Rule 25-6.049, then FFL shall promptly notifyinger eligible for master-metered service. If the Customer does not respond with a of receiving the notice, the Customer shall individually meter the condominion
within 10 days if, at any time, the condomining of the Customer fails to make the antitle Customer that the condominant is no feeless evidence to the contrary within 30 day units within six months following the date of on failure to comply with F.A.C. Rule 25-6.0 Accordingly, the undersigned declares: the authorized to sign on behalf of the Customer Cu	om ceases to meet the requirements in F.A.C. Rule 25-6.049  the exemption in F.A.C. Rule 25-6.049 and subsequently fails to meet the criterismal attestation required by F.A.C. Rule 25-6.049, then FPL shall promptly notifyinger eligible for master-metered service. If the Customer does not respond with a of receiving the notice, the Customer shall individually meter the condominium the notice. During this six month period, FPL shall not discontinue service base 49. Thereafter, the provisions of Rule 25-6.105 apply.  above named Condominium meets all of the aforementioned requirements, I am
within 10 days if, at any time, the condomini- If a condominium is master metered under a above, or the Custimer fails to make the an- the Customer that the condominium is no li- clear evidence to the contrary within 30 day units within six months following the date or on failure to comply with F.A.C. Rule 25-6.0 Accordingly, the undersigned declares: the authorized to size on behalf of the Custic	the exemption in F.A.C. Rule 25-6.049 and subsequently fails to meet the criterismal attestation required by F.A.C. Rule 25-6.049, then FPL shall promptly notifyinger eligible for master-metered service. If the Customer does not respond with a of receiving the notice, the Customer shall individually meter the condominium of the notice. During this six month period, FPL shall not discontinue service bases 40. Thereafter, the provisions of Rule 25-6.105 apply.  above named Condominium meets all of the aforementioned requirements, I amore, and under penalties of periors. I declare that I have read the foregoing
within 10 days if, at any time, the condomining a condomining in a condominium is master metered under above, or the Custimer fails to make the an the Customer that the condominium is no lifeliar evidence to the contrary within 30 day units within six months following the date of on failure to comply with F.A.C. Rule 25-6.0.  Accordingly, the undersigned declares: the authorized to sign on behalf of the Custo Condominium Ecomption from Individual E.	om ceases to meet the requirements in F.A.C. Rule 25-6.049.  the exemption in F.A.C. Rule 25-6.049 and subsequently fails to meet the criteri mad attestation required by F.A.C. Rule 25-6.049, then FPL shall promptly notifyinger eligible for master-metered service. If the Customer does not respond with a of receiving the notice, the Customer shall individually meter the condominion in the notice. During this six month period, FPL shall not discontinue service bases 49. Thereafter, the provisions of Rule 25-6.105 apply.  above named Condominium meets all of the aforementioned requirements, I among and under penalties of perjury, I declare that I have read the foregoing lectric Metering - Attestation of Compliance and the facts stated in it are true.
within 10 days if, at any time, the condomining of a condominium is master metered under above, or the Custimer fails to make the antile Customer that the condominium is no life are vidence to the contrary within 30 day units within six months following the date of on failure to comply with F.A.C. Rule 25-6.0 Accordingly, the undersigned declares: the authorized to sign on behalf of the Custo Condominium Exemption from Individual E.	om ceases to meet the requirements in F.A.C. Rule 25-6.049.  the exemption in F.A.C. Rule 25-6.049 and subsequently fails to meet the criteri mad attestation required by F.A.C. Rule 25-6.049, then FPL shall promptly notifyinger eligible for master-metered service. If the Customer does not respond with a of receiving the notice, the Customer shall individually meter the condominion in the notice. During this six month period, FPL shall not discontinue service bases 49. Thereafter, the provisions of Rule 25-6.105 apply.  above named Condominium meets all of the aforementioned requirements, I among and under penalties of perjury, I declare that I have read the foregoing lectric Metering - Attestation of Compliance and the facts stated in it are true.
within 10 days if, at any time, the condomining of a condominium is master metered under above, or the Customer fails to make the antible Customer that the condominium is no liceless evidence to the contrary within 30 day units within six months following the date of on future to comply with F.A.C. Rule 25-6.0.  Accordingly, the undersigned declares: the authorized to sign on behalf of the Custo Condominium Exemption from Individual E.  For the Customer:	om ceases to meet the requirements in F.A.C. Rule 25-6-049.  the exemption in F.A.C. Rule 25-6-049 and subsequently fails to meet the criterional attestation required by F.A.C. Rule 25-6-049, then FPL shall promptly notifying eligible for master-metered service. If the Customer does not respond with a of receiving the notice, the Customer shall individually meter the condominium in the notice. During this six month period, FPL shall not discontinue service bases 49. Thereafter, the provisions of Rule 25-6-105 apply.  above named Condominium meets all of the aforementioned requirements, I among and under penalties of perjury, I declare that I have read the foregoing sectric Meterang - Attestation of Compliance and the facts stated in it are true.  Accepted For Florida Power & Light Company  By:
within 10 days if, at any time, the condomining of a condominium is master metered under above, or the Custimer fails to make the antile Customer that the condominium is no lesser evidence to the contrary within 30 day units within six months following the date of on failure to comply with F.A.C. Rule 25-6.0.  Accordingly, the undersigned declares: the authorized to sign on behalf of the Custo Condominium Everption from Individual E.  For the Customer:  By:  (signature)	the exemption in F.A.C. Rule 25-6-049 and subsequently fails to meet the criterisms aftestation required by F.A.C. Rule 25-6-049, then FPL shall promptly notifyinger eligible for master-metered service. If the Customer does not respond with a of receiving the notice, the Customer shall individually meter the condominion in the notice. During this six month period, FPL shall not discontinue service bases 49. Thereafter, the provisions of Rule 25-6-105 apply.  above named Condominium meets all of the aforementioned requirements, I armer, and under penalties of perjury, I declare that I have read the foregoing lectric Meterany. Attention of Compliance and the facts stated in it are true.  Accepted For Florida Power & Light Company  By:  (print or type)
within 10 days if, at any time, the condomining of a condominium is master metered under above, or the Custimer fails to make the antile Customer that the condominium is no licear evidence to the contrary within 30 day units within six months following the date of on future to comply with F.A.C. Rule 25-60.  Accordingly, the undersigned declares: the authorized to sign on behalf of the Custo Condominium Exemption from Individual E.  For the Customer:  By:  (signature)	the exemption in F.A.C. Rule 25-6-049 and subsequently fails to meet the criterisms aftestation required by F.A.C. Rule 25-6-049, then FPL shall promptly notifyinger eligible for master-metered service. If the Customer does not respond with a of receiving the notice, the Customer shall individually meter the condominion in the notice. During this six month period, FPL shall not discontinue service bases 49. Thereafter, the provisions of Rule 25-6-105 apply.  above named Condominium meets all of the aforementioned requirements, I among, and under penalties of perjury, I declare that I have read the foregoing lectric Meterang. Attestation of Compliance and the facts stated in it are true.  Accepted For Florida Power & Light Company  By:  [print or type]  Date:
within 10 days if, at any time, the condomining of a condominium is master metered under above, or the Customer fails to make the an the Customer that the condominium is no facilities evidence to the contrary within 30 day units within six months following the date or on failure to comply with F.A.C. Rule 25-6.0.  Accordingly, the undersigned declares: the authorized to sign on behalf of the Custo Condominium Ecomption from Individual E.  For the Customer:  By:  (signature)  Name:  (press or type)	the exemption in F.A.C. Rule 25-6-049 and subsequently fails to meet the criterisms aftestation required by F.A.C. Rule 25-6-049, then FFL shall promptly notifyinger eligible for master-metered service. If the Customer does not respond with a of receiving the notice, the Customer shall individually meter the condominium in the notice. During this six month period, FFL shall not discontinue service bases with the notice. The provisions of Rule 25-6-105 apply.  above named Condominium meets all of the aforementioned requirements, I among, and under penalties of perjury, I declare that I have read the foregoing lectric Meterang - Attentation of Compliance and the facts stated in it are true.  Accepted For Florida Power & Light Company  By:  [print or type]

Issued by: S.E. Roung, Director, Rates and Turiffs Effective: November 1, 2006

First Revised Sheet No. 9,670 Cancels Original Sheet No. 9,670

36748	ce Agreement
New Establishment     Existing Establishment with an Expanded Load	
CUSTOMER NAME	
ADDRESS	TYPE OF BUSINESS
The Customer hereto agrees as follows:	
1. To createfidl-time jobs	
2. That the quantity of new or expanded load shall be	KW of Demand.
The nature of this new or expanded load is	
4. To uniture service under this Rider on	, and terminate service under this Ric
	This shall constitute a period of five years.
<ol> <li>In case of early termination, the Customer must otherwise applicable rate and the payments made, up to that</li> </ol>	pay Florida Power and Light Company the difference between the point in time, plus interest.
6. To provide verification that the availability for the	his Rider is a significant factor in the Customer's location expansion
decision	
7. If a change is ownership occurs after the Costome	r contracts for service under this Rider, the souvessor Customer may
be allowed to fulfill the belance of the contract under Rider	EDR and community schedule of credim.
Signed.	Accepted by FLORIDA POWER & LIGHT COMPANY
	Date:
tide:	

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

	CONTRACTOR CONTRACTOR	NIOPO-INGARATINA - DAMININA PARAMETER	STRIDER DECLARATION	SOLESON :	
Alberine E					
Carleman	Names	- Northe Address	City/State/Alp Celler	Mailing Address	_
SEL-Acom	m. Kambia	War war and a second			
	A. (1)				
1	DOM:			Terrandi Maria	
No.	11924 Chedine	n or Remark Perpert Littering	Implementation Octo	Applicable LW Sayings As Determined by FPL	
	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW		100,00110000000000000000000000000000000	- Commission of the Commission	
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FLORIDA POWER & LIGHT COMPANY	First Revised Short S Cancels Strigmal Short S
belong a first local of account following by the first test of the solution of	
Signature of Contomor Authorized Reprocentative Signature	ed IP). Authorized figure mulative
(print or type name) (print or type name)	
In all to K. E. Roods, Discotton, Rates and Sprills	

Eleventh Revised Sheet No. 9,700 Cancels Tenth Revised Sheet No. 9,700

This Agree	ement is made this	day of	by and between	nett
(herrinofte	r called the "Costomer"), b		- 2- NAWARR	in
The second				laws of the State of Florida (hereinafter call
Whereas, fi	he Customer has applied to I			n Customer's property losown as
			enda	located
	(City/County)			
That for an	d in consideration of the cov	oments and agramments herein a	et forfs, the parties bereto e	sevenant and agree as follows:
1.	differential cost between	FPL a Contribution in Aid of C an unlinground and an overbe stranssion by FPL and is more	ad system. This is based or	(the total Centribution) to sever the in the currently effective taniff filed with the shiflet A attached hereto.
2.	That a special of \$ conduit and other work, Contribution cash payme	as also shown on Exhibit B, if		clitting, installation of Company provided by FPL. If such credit applies, the resulting
3.	the Costoner has requi- charge in the Customer's correlation does not in	storf FPL to delay FPL's school s plans solumitted to FPL on wi	ided date of installation tech the contribution was ! if any costing everhead is	y the Florida Public Service Commission a Any additional costs caused by a Custom- tused shall be paid for by the Customer. T mea to underground or the relocation of a
X	electrical service with fi employment of rapid pr	scilities located on private pro oduction techniques and coope	porty in casements as requestion to climinate conflic	pluse for URD Subdivisions undergroun pand by FPL. The contribution is based in with other utilities. Underground serve I with above-grade appartenances.
5	That the payment of the	Contribution does not make any	provisions of EPL's Elect	ic Tunff.
		t to an underground ordinance, made with the Customer as spec		optide governmental agency that satisfacts
	Title to and ownership of	the facilities installed as a resul	It of this agreement shall at	all times remain the property of FPL.
4	subcollaratives required obtained, and recorded, a novilgage subcollarations no provisions in the mor- been recorded prior to the	by FPL for the installation and of no cost to FPL, prior to trans when the Customer's property, tgage that the lient of the mortal	d maintenance of its elect hing, installation and or co- on which FPI, will install age will be subordinate to a (3) FPI's facilities are or w	it to produce such easements, and mortgo me distribution facilities must be granted momented of FFL facilities FFL may requ its facilities, is mortgaged and (1) face; a utility excenteries, (2) FPL's easement has a nil be used to serve other purcels of proper ation necessary.
		I furnish FPL a copy of the dee egal centur to be used when an		nt which contains a full legal description as quiest by FPL.
		I furnish drawings, satisfactory otton site, as required by FPL.	to FPL, showing the location	on of coasing and proposed structures on the

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: June 14, 2010

Seventh Revised Sheet No. 9.701 Cancels Sixth Revised Sheet No. 9.701

(Continued from Sheet No. 9.700)

- c) Should for any renson, except for the sole error of FPL, FPL's facilities not be constructed within the comment, FPL may require the Customer to grant new casceners and obtain any necessary mortgage subordinations to cover FPL's antifiled facilities, at no cost to FPL, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the fact of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parasis of property.
- Hefore FPL case began its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
  - Foving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL.
  - b) A construction schedule,
  - c) An estimate of when electric service will be required, and
  - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plats provided by the Customer must be either recorded by the circuit clark or other recording, officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered landourveyor.
- Prior to FPL construction pursuant to this agreement, the Customer shall.
  - 6) Clear the FPL ensement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, poving, and addressing other special conditions. The essement shall be graded to within six inches of final goode with soil stabilized.
  - b) Provide properly line and comer stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the essentent and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easenent where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or sufsectionator of FPL, in reliable one FPL will pay the Customer the cost of replacing the stakes.
  - c) It is further understood and agreed that unbacquent relocation or repair of the FFL system, once immitted, will be paid by the Customer if said relocation or repair is a result of a charge in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed, and, that subsequent repair to FFL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
  - d) Provide sufficient and timely advance notice ( days) as required by FPL, for FPL, to install its sunderground distribution facilities prior to the installation of paving, landscaping, sodding, spinisher systems, or other surface obstructions. In the observe of sufficient coordination, as determined by FPL, by the Customer, all additional costs for tranching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, spinisher systems and all other surface obstructions to their original sondition, should they be installed prior to FPL's facilities, shall be borne by FPL.

(Continued on Sheet No. 9.702)

Issued by: S. F. Romig, Director, Rates and Turiffs

Effective: September 20, 2005

Eighth Revised Sheet No. 9,702 Cancels Seventh Revised Sheet No. 9,702

(Continued from Sheet No. 9.701)

- c) Pay for all additional costs ascured by FPL which may include, but are not limited to, engineering design, administration and refocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
- f) Provide applicable trenching, backfilling, installation of Company provided concluit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hunto. At the describes of FPL, either connect any descriptories, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of focuriting the associated bill, and in either case, reimbasse FPL for costs associated with lost craw time due to such discrepancies.
- g) Provide a metar enclosure and downpipe which must all applicable codes and FPL specifications and which will accommodate FPL's service cable sear and design. These items must be confirmed with FPL prior to purchase. FPL will not be responsible for costs involved in modifying or replacing items which do not meet the above criteria.

### 9. TPL-shall:

- a) Provide the Contomer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
- b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise rotal.
- (i) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (ii) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.
- This Agreement is subject to PPL's Electric Tartiff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now wrotten, or as they may be revised, amended or supplemental.
- 11. This Agreement shall inspe to the benefit of, and be banding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in faithling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted		Acceptofi	
For FPL	(Tipte)	Customer	(Tune)
		Witness	(Date)
		Witness	(Date)

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

Effective: October 9, 2007

Third Revised Sheet No. 9.715 Cancels Second Revised Sheet No. 9.715

This Agre	pement, made this	day of		
		"Thereinafter called the Customer) and Florida Power & Light Company, a corporation		
organized	and existing under the la	ws of the State of Florida (hereinafter called FPL).		
WHEREA	S the Customer has requ	ested the pre-approval of the location and installation of underground distribution facilities to be		
located un	oder a dedicated roadbed	described as follows:		
Project N	atrie	Phose		
That, for I	and in consideration of the	WITNESSETH covenants and agreements herein set forth, the parties hereto covenant and agree as follows:		
1. The Co	retorner shall:			
4)	Install conduit and ca this Agreement.	se markers provided by FPs, in accordance with the instructions and specifications attached to		
hi		iffication of the conduit installation date and allow EPI, to impect the conduit installation prior is realed for the underground distribution facility.		
63		at the request of FPL, correct any discrepances found in the installation that are incommittent with the instructions and specifications attached to this Agreement, or pay FPL the associated cost to correct the installation, and		
161	provide survey control	points for FPL to state the readipovement stressing.		
E FPL st	ult			
10	provide instructions ar	d specifications for the installation of FPL provided conduit,		
20	provide conduit and road/povernent cross	cable markers to the Customer for the installation of underground facilities at the specifie $\boldsymbol{\theta}$		
63	provide staking for the	Customer at the specified road/pavement crossing.		
·	inspect the undergrout tacilities, and	nit dishibution facilities prior to the backfilling of the brench to insure proper installation of said		
47	apply a credit in the ar- contribution in aid of c	rount of \$in the event that the Customer has made or has agreed to make a instruction for other underground distribution facilities associated with this Agreement.		
1 This so Commiss		's General Rules and Regulations for Electric Service and the Rules of the Florida Public Service		
IN WITHE		s hereto have caused the Agreement to be duly executed to be effective as of the day and year		
APP	LICANT:	FPL:		
599	MER	SIGNED_		
HAM	E	NAME		
TITL	E:	TITLE		

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: September 30, 2010

i-1 ASSUTions

This Agreement, it made and emerged into this between LIGHT COMPANY ("FPL") a Florida corporation	The state of the s	th an indirect of and FLORIDA on American TO Universe Bouler	
Person, FL 33408-0429			
WHEGEAS, the Applicant his requested that VPI following boundaries (the "Convenion").	, souvert consequently of	factive distribution facilities focus	ed willen ibs
Wat 18 Charles are the 15 Th Name of			
nullei 1985, die Tod 1980 in best Parilles du Produce de lividius de Madulles de Marie (1981)	The state of the s	ale Decision of the Section of the S	
NOW THEREFORE, in consideration of the Grig consideration the sufficiency of which is furthly ac agree as follows:			2.512004759m394.45
1 Avoided Storm Distoration Cost P 18	recent and the many second out of	MEDICAPORANTONIO SERVICIO PARA LIVI	OT DOMESTIC

UNDERCROUNT EXCITITIES POSCESSION ACREEMENT INDUCASE

Faired Fourth Revised Short No. 9,720

Cancels ThirdNessed Revised Sheet No. 9.720

bracke for the Conversario exceptance a cultural drawn of previous bosons to practic second restrictly, the Consecutional in sale anisomer of representately 3 polytim miles or approximately 20 days had perforgante unber compress or elever promote propose promote. Com an ordere i the Communities of the Communities of the Communities of the Communities of the completed by communities of the compress of the completed by communities of the com per des that any recovery selection place begins a them it you pared from a register of the pass place and the second residue, as are of 3 phones and The Applicational required automorphism to Convenien Joseph and whelens the fire traction and finding to the state of the and the later of the University and Trade in model or an end-place between model If the Applicant regular that it all the be offered in the St (W) the Applicant and be saiding and table the energy a right of loay. This Will agreement with 1916, or arrors a 60.00 agreement frough the agreement small gate annual of with FFL and For any effected laterals, the economic areas installed company military all arrays of any male expersteed, see There into no state or federal fluids an righted within Applicant to only one or performed the same of the eligible livelse ASRC in the following special encurrences An ideal or promode where hill and the South of Ambient Formitte are to be converted, or When the appropriates of the first 3 physical as present would mindy the minimum case are energy or logistical above, three places are those empression or also that the new (4th) place must be adjacent to one or more of the first 5 places such that the same end contribute to the complete contribute and the first of the plant Segme within 1 years. It was completed at the (Continued on Shart No. 9 721)

meets, and is capable and willing to enforce the applicable eligibility enterior for the Conversion with a mer of the

Drift Revised Short No. 9,721

117	ORIDA POWER & LIGHT COMPANY		Carriels Original Sheet No. 9,723
	(item	atamed trem Sheet	No. 9(720)
		negative comme	the the party of the second of
	A) ASSET THE A A CONTRACT CONTRACT IN THE A CONTRACT CONTRA	n — 1 yr innise — 1 Januar — 1974	tomipase are military promise proprieta tomigrif program & Lot or will be program to such
7.	Contribution in Aid-of-Construction (CLAC). Section 25-6-115 of the Florida Administrative Co. L. CLAC (cycluding ASSIC)	The Applicant shall sele.	pay FFI. a CLAC as required by FFI. a Electric Tunff and
	ii. ASRC	5	
	III. CLAC DIW	5	
	adjusted by the lesser of (a) the difference between	een the actual cost C shall also be a	exceeds the estimate, the CIAC (excluding ASRC) shall be of the Convenion and the estimate, or (b) 10% of the CIAC fjusted accordingly and the Applicant shall pay FPL the
3.	to FPL, construct and install all or a portion of t and FPL will own and maintain the completed f	the Underground F facilities. The Appl	juto an applicant smalled facilities agreement natisfactory acilities. Such work must roost FPL's construction standards icent agrees to rectify any deficiencies, found by FPL, prior not the removal of the Existing Civerbeau Facilities.
46	Compliance with Tariff. The Applicant agrees effective $Tariff$	to comply with an	d abide by the requirements, werne, and conditions of FPL's
5		sents, FPL will pro	requirements, terms, and conditions of FPL's Electric Tariff, cord in a timely maturer with the Conversion in accordance test A hereof.
6.		ent between FPL a	f, or are for the purposes of, relocation, then this Agreement and the Applicant. In the event of any conflict between the greenest and the Electric Taniff shall control.
7,			rany successor or assign owns or operates the Underground
1.	30 days of written notice from FPI, of such Underground Facilities installation, the Applica	failure. Additiona est elects to lave	signification of the Applicant shall repay the ASRC within by, if at any point within 30 years of completion of the effective service within the Conversion Area supplied by a share of the ASRC. The pro-esta share (which shall reflect
	ASSOC = [330 - years more th	e Underground Fac	stative constptemen dames / 361
	this Agreement, arties a marry board or interest FFI, crickensing altitudy to repay the ASIC: This the Convenies Area are converted. The Applic Series acceptable to FFI, at any time to reflect the pitor to cognision of the Senatty Intercepted, a rithe Applicant to FFI, will require the thirst with this Agricement in push.	sêje bank leser in Semety tastrama and may provide or provide aljohon replacement Securi	tion 2 APINA shall provide, at the time of execution of credit (the "Security Institutions") in a flow acceptable to (alpit remain in effect until such time at all customers serbin either un ornered in tophasetoni. Security luminosist in a cold to the ASSC amount. If, upon broker of careculation or y Institutions in a form acceptable to FPE, is not provided by ecunity institutions to pay the full balance due to accordance

based by: S. F. Romo Jilliam Cohen, Senior Director, Revolution Rains, Cod of Service and Systems, Director, According to Director, Assessment L. 2000.

(Continued on Shan No 4 722)

First Revised Sheet No. 9,722 Lancels Original Sheet No. 9,722

(Command from Sheet No.9.721)

- 9. Termination Prior to the Conversion Completion. Failors by the Applicant to comply with any of the requestmentatems, or conditions of this Agreement on FPL's Electric Turiff shall result in remination of this Agreement. The Applicant may remanate this Agreement at any time prior to the start of the Conversion and the CLAC paid by the Applicant will be refunded to the Applicant, provided however, that the refund of the CLAC shall be offered by any constraint by FPL in perfections and the Agreement up to the case of termination.
- 10. Assignment: The Applicant shall not augmatus Agropped without the retain consent of FR.
- Adoption and Recording, This (opportunit shall be adopted by the Applicant and monatured in the official records of the Applicant for the dention of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which are depictedly recorded.
- Conflict between Terms of Franchise Agreement. In the event of a conflict between the terms of this Agreement and any partial or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall extend.
- Accretability. This step of a popular is properly for an automorphism of a company. In company of a company.

Caracini disson suba musir be de lessa tres configueste sety blocks de 1,000 feet de lessale.

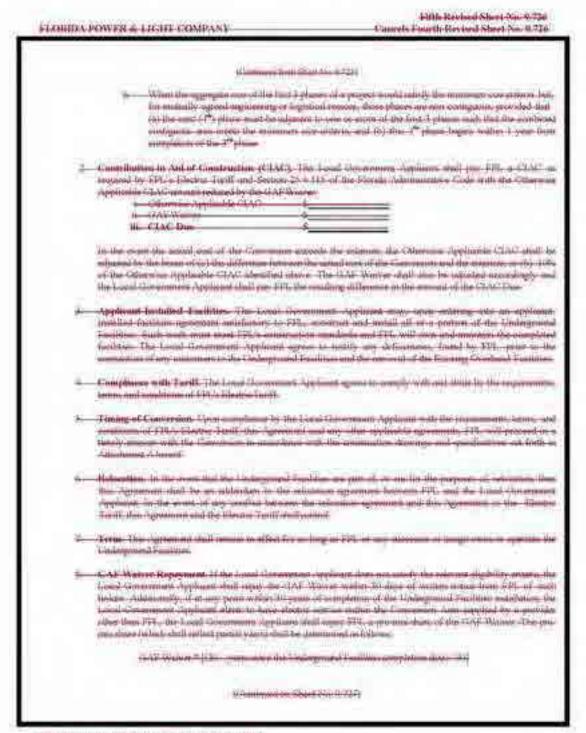
- all classic can use in the and prepare on both sales of the treating everboad principle. Their most be purely the conversions.
- all other entries received their bolloms (g.s. telephone, CATV, on I your also be converted to implement building.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

APPLICANT	FPL	
Signed	Signed	
Name	Name	
Title	Title	
Signed		
Name	<u> </u>	
Title		
Approved as to Terms and Conditions (	frequired by Applicant)	
Simul	1 (4) (4) (4) (4) (4) (4) (4) (4) (4) (4)	
Name,		
Vitie		
Approved as to Ferte and Legal-Sufficier	ey (if required by Applicant)	
Signed		
Nime		
Title	_	

based by: S. E. Romig Jilliam Cohen, Senter Director, Regulation Rates, Cost of Service and Systems, Director, Rates and Torolla.
Effective: Navorabor 13, 2000.

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Third Revised Sheet No. 9,730 Cancels Second Revised Sheet No. 9,730

	Distribu	tion Substation Facilities	
	Agreement is made this	day of	by and
ompany, a Company, a Company").		in ng under the laws of the S	
		WITNESSETH:	
	REAS, the Customer has reque		eny certain distribution substation
ereinafter oc	electively called the 'Facilities') I	ocated at	2000
	se of	NOW HAVE	and
WHE erein;	REAS, the Company is willing to	o rent such Facilities upon t	he terms and conditions specified
	V, THEREFORE, for and in consider hereto covenant and agree a		rnants and agreements herein set
4	distribution substation facilities distribution substation facilities	ies from the Company in its under a Facilities Rental may enter into this Agree	nent, the Customer agrees to rent f a Customer is currently renting Agreement (Tariff Sheet Nos. 9 700 ement for the rental of distribution
2			stomer on terms consistent with this , operate and maintain the Facilities.
3	Company a monthly rental Facilities, as determined proposed to the paper of the pa	charge calculated by mursuant to Paragraphs 4 actor set forth in Tariff Sheets Agreement, or any sucing with or otherwise applied the "Commission"). Beental Factor in effect at till of Distribution Substation	customer, Customer shall pay to the altiplying the in-place value of the and 5 of this Agreement, by the it No. 10.015 (Appendix A), attached cessor or substitute schedule which roved by the Florida Public Service lased on the in-place value of the he initiation of this Agreement, the Facilities to be paid by Customer to large may change from time to time Factor set forth on Appendix A (or value of the Facilities in accordance
	(Contr	ued on Sheet No. 9.731)	

Issued by: S. E. Romig, Director, Rates and Turiffs Effective: October 6, 2009

Second Revised Sheet No. 9.731 Cancels First Revised Sheet 9.731

# (Continued from Sheet No. 9.730).

- 4. The in-place value of the Facilities is \$ \_\_\_\_\_\_ This initial in-place value of the Facilities is based upon the agreed replacement cost of the Facilities as set forth on Appendix B, which is attached to and made a port of this Agreement. Regardless of the initial in-place value of the Facilities shown on Appendix B, the in-place value of the Facilities may change consistent with the terms and conditions of Paragraph 5.
- 5. Changes in the in-place value of the Facilities shall alter the monthly remail charges set forth in Paragraph 3 and such changes shall be utilized in the calculation of any applicable Terministion Fee as specified in Paragraph 6, however, changes in the in-place value of the Facilities shall not otherwise after the terms of this Agreement. Changes in the in-place value of the Facilities shall be made as follows and shall be memorialized on a revised Appendix B:
  - a. When mutually agreed, additional facilities (hereinafter called "Additional Facilities") may be installed and the in-place value set forth in Paragraph 4 shall be increased by the installed cost of such Additional Facilities.
  - b. When mutually agreed, a portion of the Facilities or Additional Facilities may be removed and the in-place value set forth in Puragraph 4 shall be adjusted to reflect such changes. The Company may require a contribution by the Customer to compensate for the undepreciated portion of the Facilities or Additional Facilities to be removed, less salvage, plus removal costs.
  - c. When requested by the Customer, and when mutually agreed, the Facilities or Additional Facilities may be modified by the Company. In the event of such a modification, the implace value set forth in Paragraph 4 will be adjusted in accordance with the procedures stated in Paragraphs Sa and Sb, above.
  - d. When the Facilities or Additional Facilities are replaced or modified at the Company's option, no change in the in-place value will be made.
  - e. After the Initial Term and upon each successive feve (5) year extension (as such is set forth in Paragraph 6), the in-place value set forth in Paragraph 4 shall be adjusted to reflect the net-book value of the Facilities. In addition, if Facilities are replaced due to mechanical and/or electrical failure at any time after the Initial Term, the in-place value set forth in Paragraph 4 will be increased by the installed cost of such replacement facilities and reduced by the previously established in-place value of the replaced facilities.
- 6. The term of this Agreement (the "Initial Term") shall be 20 years, and thereafter this Agreement will continue in effect for successive five (5) year periods (each such five (5) year period in "Extension") unless terminated by either party upon ninety (90) days' advanced written notice. If Cantomer elects to terminate this Agreement during the Install Term or prior to the and of any Extension, Customer shall be responsible for, and shall pay to the Company, a Termination Fee calculated in accordance with Tariff Sheet No. 10.015, set forth as Appendix A, as our entry approved or as may be modified from time to time by the Company.
- On the termination of this Agreement, and in the event that the Customer fails to make rental
  payments in a timely fashion, then and in each of those events, at the option of the Company,
  the Facilities may be removed by the Company.
- 8. This Agreement may be assigned only with the prior written consent of the Company

(Continued on Sheet No. 9.732)

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

Effective: October 6, 2009

Third Revised Sheet No. 9.732

	(Continued	from Short No. 9.731)
9.	Governmental, FPL's General Rules in harmless and defend the Company fre- cost or expense for loss, damage or in indirectly connected with, or growing	Company, or section 2.71 Indemnity to Company— and Regulations, the Customer shall indemnify, hold on and against any and all liability, proceedings, suits, njury to persons or property, in any manner directly or tout of, the transmission and use of electricity on the ty as such term is defined in Rule 2.3 of the Company's strice Service."
10_	heresofore in effect between the Com	us agreements or representations, either written or oral, spany and the Customer, made in respect to matters cuted, this Agreement constitutes the entire Agreement
IN WITNESS above written		used this Agreement to be duly executed the day and year f
Charges and T	erma Accepted.	
Customer (Pr	art or type name of Organization)	FLORIDA POWER & LIGHT COMPANY
By:		Ву
By:	int or type name of Organization) (Authorized Representative)	By(Signature)
By: Signature		Ву
By: Signature	(Authorized Representative)	By:(Signature)
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Issued by S. E. Romig, Director, Rates and Tariffs Effective: December 2, 2004

FLORIDA POWER & LIGHT COMPANY	First Revised Sheet No. 9.733 Cancels Original Sheet No. 9.733
APPENDIX B	
Description of Rented Distribution Substation Facil	Billion
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Issued By: S. E. Romig, Director, Rates and Turiffs Effective: March 7, 2003

Fourth Little Revised Sheet No. 9,750 Cancels <u>Enurth-Edied Revised Sheet No. 9,750</u>

	FACILITIES RENTAL SERVICE AGREEMENT
The	Agreement: made thus day of the content of the Cuntomer located the Cuntomer located
Florida Po (beverafie	Florida and company, a corporation organized and existing under the laws of the State of Florida a collect the Company)
	WITNESSETH
W document	HEREAS, the Customer has requested to rent from the Company certain electric facilities described in the attached and made a part of this Agreement hereinafter referred to as the "facilities" locate
and, used	for the purpose of
W	HEREAS, the Company is willing to rent such facilities upon the terms and conditions specified herein.
	OW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the eto covenant and agree as follows:
L	The Company will provide, install or otherwise make available, own, operate and maintain the facilities described in this Agreement.
2.	The Customer shall pay to the Company, as consideration for familiaring the facilities, a charge in accordance with the Company's Contract Provisions - Various (Facilities Rental Service) in its Electric Tsriff and any successor or substitute schedule, in charged, modified, or supplemented from time to time by legal effective filing of the Company with or by order of the Florida Public Service Continuous.
	The in-place value of restal facilities will be based upon the agreed sephrement cost of the facilities. However when the in-place value has been previously established in an existing Rental Agreement, the in-place value of this Agreement will be based on that previously determined value, subject to the terms and acceptations in Paragraph 6.
4.	The implace value of the foreignes is \$.
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	(Continued on Sheet No. 9751)

Issued by: S. E. Roming Many Colon, Sunter Durcter, Resulptors Rates, Cont of Service and System Missesson, Rates, and Taroffe Effective: Missest-7-2003

Fidds Styll: Revised Sheet No. 9,751 Cancels Ellits/South Revised Sheet No. 9,781

(Communit from Short No. 9 150)

6 The term of this eigreement stail (se-

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- Valuation of changes in facilities shall be an follows:
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  - When requested by the Costomer, and when mutually agreed spore exerting facilities may be modified by the Company. The su-place value in Purigraph 4 will be adjusted in recordance with the procedures stated in to and the bow.
  - When facilities are replaced due to mechanical scalor electrical (where, the in-place value in Presumpt) 4 will be increased by the installed case of the replacement facilities and reduced by the provincely contributed in-place value of the replaced facilities.
  - When facilities are replaced or modified at the Company's oction and my as provided in Phracourie is a
    illustrate of the Contouries paying office a mortility remail for on a lump sum, no change in the mi-place value
    will be made.
  - In these instances, where upon motoral agreement between the Company and the Common, when the Common, when the Common stransferring from a movellay restal to a large stant, the majora voluntion of the landition may be adjusted to reflect the undepotented value of the facilities.
- This Agreement may be margned only with the prior without consent of the Company.
- On the symmetries of this Agreement, and in the event fact the Consener fails to make rental payments in a timely faither, then and in each of those events, at the option of the Company, the Familities may be removed as account productive by the Company. Continue option to pay all costs of audiences into amounts that makes the agreement, medicaling Company, a more able attempt for it foul amounts one on paid when the
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Issued by: S. U. Bonnin J. Hann Cohen, Senior Observat, Bentlature Rose, food of Service and Senior. Discount, Batter and Tarollic Effective: About 7, 2002

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Sguta	e (Authorized Representative)	A Comment	(Signature)
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		1 HEAVE	

Issued by: S. E. Ramig Tiffuny CaSon, Senior Director, Regulators Rates, Cost of Service and Systems Director, Rates and Tarifful Effective: March 7, 2003

First Revised Sheet No. 9.760 Cancels Original Sheet No. 9.760

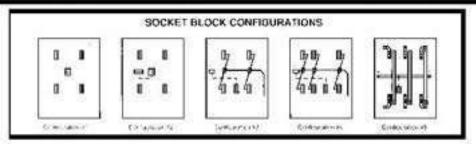
PLICANT	Current FPL Account No
AILING ADDRESS	CITY, ZIP CODE
RVICE ADDRESS/LEGAL DESCRIPTION	
HONE (WEEKDAYS)	DATE
Overhead Underground vol	the sketch below. We understand you are requesting ts, phase service. The items checked below and his form with your signature admowledging your receipt
yment. • Construction/Temporary Serv • Security Deposit for Construc	tion/Temporary Service: 5 rential Charge for Permanent Service: 5
Tree Trimming & CleaningFeet Each Side of Proposed Line Installation of Meter Socket & Downpipe/	TOTAL: S  Site Plan • Electrical Load Information/Plans.  Essement for FPL Facilities/Legal Description of Property  Contact FPL_days before Certificate
Weatherhead according to FPL Specifications (see checklist on reverse side of this sheet) Install eyebolt (for FPL to attach wres to)	of Occupancy concerning Application/Security Deposit for permanent service. Final City/County Electrical Inspection
ConfigurationMeter Socket*	SSecurity Deposit ☐ is required before ☐ will billed after permanent service provided.
*Meter enclosure must be approved for use in FPL service area. Current list of approved enclosures available upon request. Socket configurations are shown on reverse side of this form.	LI Other
rvice, minimum cover is to be 24 inches (maxi- ist be achiered to and are available upon requer d agreement between you and our Representati- or as mutually agreed upon. Changes to	and is to be 12 feet above grade. For underground mum 36 inches). FPL specifications and requirements at Upon timely completion of the above required dema we service may be provided approximately the week of a type service requisited, failure to comply with above clule may affect proposed date of service.

Issued by: S. F. Romig, Director, Rates and Tariffs Effective: March 7, 2003

	PANY			Revised Sheet No. 9.7 Revised Sheet No. 9.7
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3	(Continued from Sheet No.	9.760)		
¥	SERVICE LOCATION SKE	TCH		IDICATE NORTH
Please sign on the line provided below	v, retain Part 2 (canary copy	/) return P	art 1 (white) to FPL	
			art 1 (white) to FPL KE INQUIRIES TO	
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RECEIPT IS HEREBY ACKNOWLED	GED:			
Please sign on the line provided below RECEIPT IS HEREBY ACKNOWLED APPLICANT TITLE (IF CORPORATION)	GED:			
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Issued by: S. E. Romig, Director, Rates and Tariffs Effective: March 7, 2003

First Revised Sheet No. 9.762 Cancels Original Sheet No. 9.762



#### GENERAL NOTES ON SOCKET BLOCK CONFIDURATIONS

Configuration '91 - Primarily condent of applications Limited to 200 and demand. (See Note 91\*)

Configuration \*42 - Modification of Configuration #1 by adding a 3th terminal in the 9 o'clock position. To be used with partweek materia. Limited to 300 amp demand. (See Note#1)

Configuration #3 - For one phase or network service requiring typess device. Limited to 200 map demand. (See Note - #2)

Configuration 84 - For three phase nervice. Limited to 200 amp demand. (See Note 82)

Configuration #5 - For one or three phase service. Limited to 400 ampdemand.

Note #1 - May be used for very small commercial applications, such as hill boards sust perhing lot lights.

Note #2 - All time phase and all commercial installations shall have a meter socket with the approved bypass jew tension/release device (excluding Configuration #5 applications and commercial applications referred to unlike #1).

METER ENCLOSURE INSTALLATION CHECKLIST (for further details, refer to FFL Electric ServiceStandards)

Meter endouse is on FPL's current list of approved enclosures and is approved by FPL representative before installation.

Enclosure in U.S. approved with catalog number stamped on the enclosure.

Enclosure is mounted securely to wall using four mounting bosses. Enclosure is level in both the vertical and horizontal planes. Enclosure is mounted so that center of the meter is 50° to 60° shore final grade. For five standing installations (such as pumps), the minimum horizontary be reduced to 30°.

Enclosure cover is in plane, seelable, and free of dirt, stucco, etc. Inside is free of debris, plant, overspray, etc.

If more than one endourse at this booking, all meter cans and their covers are marked (address or unit number) with permanent market or paint.

All lugs, if applicable, for both load and line nide, have been installed by outcomer (FPL conductors, if any, will be connected by FPL, on top). Customer's service enhance conductors are terminated in the endourse (bottom). Washers are mutalled between the raid and the lug, <u>mat</u> between the lug and the block.

For 120/240 volt, 3 phase, the hi-leg/208 vio ground is connected to the right position (not the center) in the endourse.

(Communed on Short No. 9.763):

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

Effective: March 7, 2003

Second Revised Sheet No. 9.763 Cancels First Revised Sheet No. 9.763

(Continued from Sheet No. 9.762)

### Riser Installation Checklist (For "downpipes" housing FPL #1/0 or #4/0 TPX Service Cable)

Service riser must be two (2) inches inside diameter and may be galvanized, IMC or PVC. EMT may not be used. If schedule 40 PVC is used, a portion of the riser and the first attached bend at the bottom of the riser must be encased in two (2) inches of concrete from twelve (12) inches below final grade to twelve (12) inches above final grade. Concrete encasement is not required if schedule 80 PVC is utilized for both the riser and first attached bend. Riser pipe is customer provided and installed, FPL will supply and install the bend. The customer may install the FPL provided schedule 80 bend if they desire.

With FPL approval, slight variances in customer's down pipe size may be accepted if suitable adaptable fittings are also provided by the customer, e.g. two and one-half (2 %) inch down pipe is acceptable if an adapter to FPL two (2) inch conduit is provided.

Down pipes do not enter the center of an enclosure. Customer load wires exit on opposite side from down pipe or from the center of the enclosure. If two load conduits are used, they are kept to one side (opposite side from down pipe) of enclosure allowing space for EPL's cables.

Down pipes may extend below final grade and the attached bend must be aimed towards the source of FPL service. Centerline of the finished down pipe and bend, when aimed at the source of FPL service, will be no less than twenty-four (24) inches below final grade, and no more than thirty (30) inches below final grade. For a permanent structure such as a patio or A/C slab located at the base of the down pape, a 24" radius, 90 degree bend must be installed by the customer (provided by FPL) and conduit must be extended twenty-four (24) inches beyond the structure (slab), is plugged at the end and is left exposed (unsevered).

Down pries are securely strapped to the wall at two places - near the enclosure and near final grade.

FPI, trench line is within six (6) inches of final grade, clear of below grade debris and other obstructions (mounds of dirt, paving, landscaping, sodding, debris, building materials, machinery, tree stumps, sprinkler systems, large rocks, etc.)

Grounding bushing installed where metallic down pipe enters enclosure through concentric or eccentric knockout.

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

Effective: November 15, 2002

FLORIDA POWER &	LIGHTCOMPANY
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Eighth Revised Sheet No. 9,770 Cancels Seventh Revised Sheet No. 9,770

	EASEMENT (INDIVIDUAL) This Instrument Proposed By	Reserved for Circuit Circuit
Sec, Twp, RgeE	Name	
Parcel I.D. #_ (Maintained by County Appraiser)	Co. Name	
A SULLY TO THE STREET OF THE STREET	Address	
such facilities or any of them within an east		
sodult within the Easement Area and to memore Area at all times, the right to clear memore Area, the right to thim and cut an asement Area, which might interfere with all further grants, to the fullest extent the in	person, firm, or corporation to attach wires operate the same for communications purper the land and keep it cleaved of all troos, or if keep trimmed and out all dead, week, learn or full upon the lines or systems of communications and has the power to grant, if at all, the r and success the roads, streets or highways ado	oses, the right of ingress and egress to the adequewth and other obstructions within the ing or dangerous trees or limbs outside of the cations or power transmission or distribution or rights beginnshove granted on the Lacency
sodult within the Easement Area and to memore Area at all times, the right to clear memore Area, the right to thim and cut an asement Area, which might interfere with all further grants, to the fullest extent the in	operate the same for communications purp or the land and keep it cleaved of all trees, as if keep trimmed and cut all dead, weak, learning or fall upon the lines or systems of communi- telersigned has the power to grant, if at all, the	oses, the right of ingress and egress to the adequewth and other obstructions within the ag or dangerous trees or limbs outside of the cations or power transmission or distribution or rights been notone granted on the Lacemen

Seventh Revised Sheet No. 9,771 Cancels Sixth Revised Sheet No. 9.771

WITNESS WHEREOF, the undersigned has signed	d and sealed this instrument on
gned, seefed and delivered in the presence of	Ву:
(Witness' Signature)	Print Name:
rint Name(Witness)	Print Address
(Witness' Signature)	Đy.
first Name	Print Address
(Witness)	Title Noolees
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produced	" who is (see) personally known to me or " has 0 as identification by means of [] physical presence or [] ordine  some of [] physical presence or [] ordine naturization, this day of
produced	
produced notation, and who did (did not) take an oath.  And Swern to (or affirmed) and subscribed before me by me, by	
produced notation, and who did (did not) take an oath.  And Swern to (or affirmed) and subscribed before me by me, by	

POWER &	

Third Revised Sheet No. 9.773 Cancels Second Sheet No. 9.773

		(A) 10410
	UNDERGROUND EASEMENT (INDIVIDUAL) This Instrument Propered By	[ Reserved for Chrosit Court
Sec, Twp, RgeE	Name	
Paroel 1.D. #_ (Maintained by County Appraiser)	Co. Name	
The Control of the Control	Address.	
	to be mutabled from time to time, with the right to ange the voltage as well as the size of, and zentove numers described as follows:	
See Exhibit "A" (Easement Area").		
and lay cable and conduit within the Eas- egress to the Easensent Area at all times; t	are person, firm, or corporation to attach or place wit ement Area and to operate the same for communica the right to clear the land and keep it cleared of all tr ins and cut and keep minimed and cut all dead, we	ations purposes, the right of trapress and rees, undergrowth and other obstructions sik, leaning or dangerous trees or limbs
outside of the Easerostst Area, which mig or distribution; and further grants, to the f	ht interfore with or fall apon the lines or systems of fallest extent the undersigned has the power to great, and across the roads, streets or highways adjoining or	, if at all, the rights hereinabove granted
outside of the Easerostst Area, which mig or distribution; and further grants, to the f	fallest extent the underagned has the power to great,	, if at all, the rights hereinabove granted

First Revised Sheet No. 9.774 Cancels Original Sheet No. 9.774

	siled this instrument on
Signed, scaled and delivered in the presence of	By
	Print Name:
(Witness' Signature)	V(1710) (314)
Print Name	Print Address
(Witness)	
2444	By:
(Witness* Signature)	Print Name
Print Name (Witness)	Print Addrsss:
2000/12/20	A00 MAAAA
	-
STATE OF FLORIDA	
COUNTY OF	
The foregoing instrument was acknowledged before me this	day of by
produced an in	T who is (are) personally known to me of □ has (have lantification by means of [] physical presence or [] online
	waterming over 100 Application of TT background Businesses, of TT comme.
notarization, and who did (did not) take are outh.	emmanary Vision of Why are hanned at It came
And	
And Swom to (or affirmed) and subscribed before me by means of [] p	
And	
And Swom to (or affirmed) and subscribed before me by means of [] p	
And Swom to (or affirmed) and subscribed before me by means of [] p	
And Swom to (or affirmed) and subscribed before me by means of [] p	hysical presence or [] online notarization, this day of
And  Swom to (or affirmed) and subscribed before me by means of [] p	Notary Public, State of Florida  Print Name of Notary Public
And Swom to (or affirmed) and subscribed before me by means of [] p	hysical presence or [] rodine rotatization, this day of
And  Swom to (or affirmed) and subscribed before me by means of [] p	Notary Public, State of Florida  Print Name of Notary Public
And  Swom to (or affirmed) and subscribed before me by means of [] p	Notary Public, State of Florida  Print Name of Notary Public
And  Swom to (or affirmed) and subscribed before me by means of [] p	Notary Public, State of Florida  Print Name of Notary Public
And  Swom to (or affirmed) and subscribed before me by means of [] p	Notary Public, State of Florida  Print Name of Notary Public

Fifth Revised Sheet No. 9,775 Cancels Fourth Revised Sheet No. 9,775

	EASEMENT (BUSINESS) This Instrument Prepared By		Reserved for Circuit Court	1
Sec, Tep, RgeE_	Name			
Percel I.D. <u>#</u>	Co. Name:	1		
	Address:	1		
from time to time, with the right to seco the size of, and remove such facilities or	, cables, conduits and apputential equipment) matrixt, improve, add to, enlarge, charge the vi- e any of them within an essencent described as f	oltage as well as		
See Exhibit "A" ("Easement Area")				
and conduit within the Easement Area of the Easement Area of all times, the right within the Easement Area, the right to limbs outside of the Easement Area, who transmission or distribution, and further	ther person, firm, or corporation to attack wires and to operate the same for communications print to clear the land and keep it decred of all to turn and cut and keep transmed and cut all, d high might interfere with or full upon the lines a grants, to the fullest extent file undengrand hears heretofore described, over, along, under sec.	arposes, the right trees, undergrow- lead, weak, loads or systems of or us the power to	t of ingress and agrees to the and other obstructions ing or dangerous trees or promunications or power grant, if at all, the rights	
and constait within the Easement Area for Easement Area at all times, the righ within the Easement Area, the right to inclin consider of the Easement Area, wh transmission or distribution; and further sommabove granted on the Eastment Area.	and to operate the name for continuations put to clear the land and keep it cleared of all to tim and cut and keep thatmed and cut all d high might interfere with or full upon the lines a grants, to the fullest extent the undesigned it.  Area heretofore described, over, along, under	arposes, the right trees, undergrow- lead, weak, loads or systems of or us the power to	t of ingress and agrees to the and other obstructions ing or dangerous trees or promunications or power grant, if at all, the rights	

Fifth Revised Sheet No. 9.776 Cancels Fourth Revised Sheet No. 9.776

(Continued from	Sheet No. 9.775)
N WITNESS WHEREOF, the undersigned has signed and sed	ded this instrument on
gned, seeled and delivered the presence of	
(Wilson Standard	fly:
(vi seces organism)	Print Name
(Witness)	Print Address:
	<u>2</u>
(Witness Signature)	
STATE OF FLORIDA COUNTY OF	
The foregoing instrument was acknowledged before me this	
(have) produced	
And	
Swom to (or affirmed) and subscribed before me by means of by	[] physical presence of [] online notarization, this day of,
	A CONTRACTOR OF
	Notary Public, State of Florida
	Print Name of Notary Public
My Commission Expires:	Approximate and approximate an

Fourth Revised Sheet No. 9.778 Cancels Third Revised Sheet No. 9.778

			,
	UNDERGROUND EASEMENT (BUSINESS) This Instrument Prepared By	[ Reserved for	Circuit Court
Sec, Twp, RgsE	Name		
Percel I D. # (Maintained by County Appraiser)	Co. Norria		
	Address:		
change the voltage as well as the size assented described as follows:	of, and remove such facilities or any of them.	within an	
See Exhibit "A" ("EasementAme")			
bereander and lay cable and conduit wi right of ingress and opens to the Ease undergrowth and other obstructions will work, learning or dangerous trees or land systems of communications or power tra	ther person, firm, or corporation to attach or plots the Easement Area and to operate the same ment Area at all times, the right to clour the lain the Easement Area; the right to turn and out to conside of the Easement Area, which might in minimum or distribution, and further grants, to the excessions granted on the Easement Area, over used Easement Area, over used Easement Area.	te for communications pur and and loop it closed of and loop trimesed and cu sterfers with or fall upon the but fallest extent the under	poses; the fall trees, t all dead, he lines or signed has

Issued by: S. E. Rossig, Director, Rates and Tariffs Effective: June 4, 2013

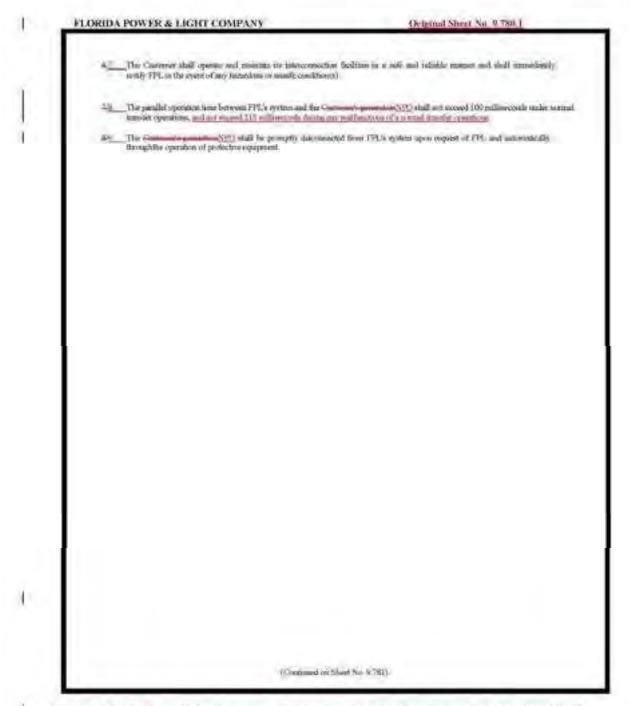
Second Revised Sheet No. 9.779 Cancels First Revised Sheet No. 9.779

N WITNESS WHEREOF, the undersigned has signed as	ad sealed this instrument on
Signed, seeled and delivered in the presence of	
(Wittees Signature)	Roy
Print Notes - (Witness)	Print Name:
(Activities)	Print Address:
(Witness' Segnature)	
Print Name (Witson)	-
	=-
STATE OF FLORIDA COUNTY OF	
The foregoing instrument was acknowledged before me	this day of
best control to a	. □ who is (arc) personally known to me or □ has
(have) produced	as admittilization by means of [] physical presence or [] online
(have) produced notarization, and who did (did not) take an oath.  And	as adentification by means of [] physical presence or [] ordine
(have) produced notarization, and who did (did not) take as eath.  And Swom to (or affirmal) and subscribed before me by man	
(have) produced notarization, and who did (did not) take an oath.  And	as adentification by means of [] physical presence or [] ordine
(have) produced notarization, and who did (did not) take as eath.  And Swom to (or affirmed) and subscribed before me by man	as adentification by means of [] physical presence or [] ordine
(have) produced notarization, and who did (did not) take as eath.  And Swom to (or affirmed) and subscribed before me by man	as adentification by means of [] physical presence or [] ordine
(have) produced notarization, and who did (did not) take as eath.  And Swom to (or affirmed) and subscribed before me by man	as adentification by means of [] physical presence or [] ordine
(have) produced notarization, and who did (did not) take as eath.  And Swom to (or affirmed) and subscribed before me by man	as adentification by means of [] physical presence or [] ordine
(have) produced notarization, and who did (did not) take as eath.  And Swom to (or affirmed) and subscribed before me by man	us adentification by means of [] physical presence or [] ordine are of [] physical presence or [] ordine notarization, this day of
(have) produced notarization, and who did (did not) take as eath.  And Swom to (or affirmed) and subscribed before me by man	as adentification by means of [] physical presence or [] ordine
(have) produced notarization, and who did (did not) take as eath.  And Swom to (or affirmed) and subscribed before me by man	us identification by means of [] physical presence of [] online uss of [] physical presence or [] online notarization, this day of
(have) produced notarization, and who did (did not) take as eath.  And Swom to (or affirmed) and subscribed before me by man	us adentification by means of [] physical presence or [] ordine are of [] physical presence or [] ordine notarization, this day of

Linux Fourth Revised Sheet No. 9.780 Cancels Tripplicemed Revised Sheet No. 9.780

	FFL ACCOUNT NO
	PDL PREMIUM No.
	SEMIENTARY PARALLEL OPERATION INTERCONNECTION AGREEMENT
This	Agreement to comb likes
_	Simple called "the Common"s, browned at
	Paradomid Finish Power is Light Company, a carpatotist organized and existing under the lates of the Security Forest
)	rallal 'EFF, 'S
	WITNESSETTE
be Curoe a operate	REREAS, the Contenue has converted that electric service requirements for the contenues load by supplied or supplies contenues. It may present on during particle of compart of power collegely supplied by FDL, which condition requires the Customer's govern- mentality in possible with FFC system to enable the Customer's to marrier to join facts (FFC) sources to the Customer's govern- cyntamer for maintenapted flow of power to the Customer's load, and
	DEFEAN. A New Country of the Opening PSPS; is a generating stream that came is graded with the Company, which is grown of their part, or all, of a Community stream, the Country stream, but now, a starte power and the Community worth, said.
Will gesched hi	HEREAS, TPL is willing to permit or to continue to parent each monutarity jumified operation moder the terms and contain nesse.
NO relagrace	W., THERFFORE, for and in consideration of the motod coverage and agreements become or firth, the purper bores over at Colorie
£	Attached hereto as Appendix A are FPL's goaletteer to the Continue delicating recreating processories imprison. The Continue mass comply with those guidelane, lowever, such compliance does not contribute FPL appeared of a proper inforcemental design.
2	The Catalogue deut solvest as application for parameter to increasinally parallel with FPL's givers in matric application attached hereto as Appendix III, and thereafter obtain specific and final approval from FPL of the proposed netrolessor theses.
ı	The Common shall be separed to pure any costs desired by EVL to be extraordistry (when conquent to the gradulus Appendix A) and added to proper and appeared to disappeared of the design and conductive, as well as assignment (quantum, of the attraction according facilities. These costs may also added artification and operation and constraints or store any organization registed to offere-glint a proper attractionmentum, both at the Societies of the Contents's potential and business on PTLs system.
	The design expansions of the Continues enterconnection configuration and equipment shall be implemented as a sense of which terminates may be feeled expected expects on FTL's configuration, principled declargagement
1	The lifest matches between PPLS system and the Community germation (50%) shall be at their bridge bridge bridge bridge (1985). Survive must be decorption, 67 lexts at the armitable standard thresholder, cottage level(s), (a) service applies PPL shall be frequency through one contemp point.
M	The content shall provide a few Construction contents, a consist the representative for the market conditions on the content of the Construction o

Issued by S. S. Homes Tillans Cohen. Symbol Director, Resultables, Rans. Cod of Service and Systems Director, Makes and Tarothe. Effective: July 1, 2006



Issued by: N. E. Honing Till any Cohen. Senior Director, Regulatory Exics, Cost of Service and Service, Obsector, Busines and Turnffs-Effective: July 1, 2006

Second Revised Sheet No. 9.781 Cancels First Revised Sheet No. 9.781

(Continued from Sheet No. 9,700)

- The Customer shall provide FPL an annual test (certified by a registered engineer isomed in the State of Florida) report
  of the overlapping transfer time. Failure to pass the annual test may result in disconnection of power and void this
  Agramment.
- 10. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company Governmental, FPL's General Rules and Regulations, at least fifteen (13) days prior to the communications of consequence of the intercorrection flecities, the Customer shall proprie, or usage to be procured, a commercial general liability instance. policy, including, but not limited to, broad form contractual liability coverage and Products/Completed Operations Liability Coverage for the benefit of FPL, its parent, subsidiaries and any company of FPL Group Inc., and that respective officers, directive, employees, agents and cosmistors (FPL Entities\*) for the term of this Agreement and for all liabilities which might arise under, or in the performance or insuperformance of, this Agreement.
- 11. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company Governmental, IFE's General Enloss and Regulations, the policy(iss) shall be in a minimum limit of \$1,000,000 per occurrence, combined single limit, for bodity injury (actualizing death) or property durings. FFL Entities shall be designated as either named insued or an additional named insued, and the policy(iss) shall be indensed to be primary to any transacte which may be maintained by or on behalf of FPL Entities. The Contents shall provide evidence of the minimum coverage by providing ACORD or other certificate of insurance acceptable to FPL before any work under this Agramment begins. In the event of the Customer's fadure to provide evidence of minimum coverage of insurance, FPL's latine to request avidence of such shall not release the Customer from its obligation to maintain the minimum coverage specified in this Section 11. The commercial general liability insurance policytes) shall not be causefied or materially altered without at least tharty (30) days advance written notice to FPL.
- 12. Governmental entities authorized under Florida or federal law to be self-insured, in figu of providing evidence of adoquate commonsal manuscus, have the option of providing to the Compute enderse that the applicant has attablished an adequate self-insurance plan to cover the obligations of information referenced herein, and shall, upon request, provide such other information in the Computer way door motionary and relevant. The self-insurance plan shall not be careciloid or materially about without at least that y (30) days advance written notice to FPL.
- 13. In addition to the mamman coverage outlined above, the various commercial general liability insurance policies are subject to FPUs approval and, upon request, the Customer shall make certified copies of those various general liability insurance policies, and/or information regarding the self-insurance plan, available for inspection by FPUs Risk Management Department within filtern (15) days of a negacit floration. Any inspection of such plans or policies shall not obligate FPUs to adose the Customer of any deficiences in such plans or policies, and such inspection shall not enlieve the Customer from, or be diamad a waiver of, FPUs right to insist on strict fulfillment of the Customer's obligations harmander.

	CUSTOMER.
Witness for the Clathernar	Dy
	Title
Vitness for FTS.	FLORIDA POWER & LIGHT COMPANY
wCatage7/A	lay
	TRN

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

Effective: July 1, 2006

Fifth Revised Sheet No. 9.800 Cancels Fourth Revised Sheet No. 9.800

							FPL.	ACCO	UNT 2	No			
							FPL:	PREMI	SE N	o			
				INTERCON	ENECTIC	N AGE	REEMENT						
				FOR QUA		2002-10							
				MINOR POINT									
Feedi Engir	ty or, as appropr	nate, a Qualify Sundent 1547 (	ing Facility for Intercon	alled "FPL") age of that is a Distrib securing Distribu	buted Resc	ource se	edlarened in t						
	The QPe	generating	facility	thoroughe	catted	the	"Facility"),	14	to.	be	æ is	located	all
				The state of the s		N. F.C.	, within FP	L's sorv	ice are	s. The	QF intun	sold of abo	the
Facil	ity isutalled and	operational or	er about			20	The QF	shill pr	ovide l	PPL at	miniman	of 30 day	N
syste		as been or will	l be certifie	d or self-certifie	физ'ф	milifyin	g fielity" pur	ment to	the mi	es seed	regolatio	en of the F	londa
Publi	e Service Comm	mission (*FPSE	?) or the F	edetal Energy R	Legislatory	Comm	insion CTESC	) The	QF shi	ill mair	stain the	qualifying	status
of the	e Facility throug	bout the term of	of this Agree	ement.									
2.	Construction		ob salman	-		- lab socia	-toward our salf after	- desagna			eration and	are in constitutional of	in behilali
922				instructions to p ate on which th									
1000				Agreement with									
				rocead with data			George Charles	Olice and	diame.	the trust	No. of	Market Mr.	2.114
barde	seed designation	and manorizati	g real to p	nodad with data	most cuffer.	moning							
	Within sixty if	lays of FPL's r	occupt of th	ac QP's final clo	citical pla	as pur	ment to FPSC	Rule 25	-1708	7(4), =	nd writte	n instructio	nis to
comm	nence constructi	ion, FPL shall	provide to	the QF a writter	n cost est	mate of	fall required n	natorials	and la	bor, an	sd an esti	mute of the	date.
by wi	hich construction	n of the interco	meetion w	sill be completed	L								
	Upon the part	ties' agreemen	as to the	appropriate int	terconnect	tion des	ign requireme	nts and	FPLS	foomp	et of war	then instru	ctions
deliv	cod by the QF	unthorizing FF	L to pioce	ed with detailed	engineer	ing, FPI	L shall engine	er and p	erform	or can	se to be	performed	all of
thew	ork recessary to	interconnect f	he Facility	with the FPL sy	stem.								
	The U. mico	a. Se pay F.Ff.	all commo	a immed by t	PE-con	nline %	i promenum	, history	i, lime	enijus	i. oproti	ant superv	Ours
Perit	out married	e ardisplan	met of the	Intrivingenichen	nerilsini	1 100	ry live listage at	in of the	of Friday	lio iun	1176/40	Named by	dieni.
-	the latery	marry mones	er internal	https://www.iii	ja dip 1	N. 200	interior 1952s	en in f	la ve	ne the	I arry an	off transmis	nejeri
latin	commercation	S Advisori	A.la.Coperi	ity Frommel' as a	dissentant.	In Ride	Schools U.S	- NO.	d don	(proje	pain box	ostmoods w	ill be
THE	in the asserty	payment Cad	retermen	serio com ind	l'investion.	ns any	com which Pi	20					
				(0-	ei m Sie	at 200 9	601)						

Third Revised Sheet No. 9,801 Cancels Second Revised Sheet No. 9,801

(Continued from Sheet No. 9 800)

would otherwise tector if it were not conjuged in interconnected operations with the QF, but noticed simply provided the electric power opportunists of the Facility with electricity either generated by FFL or purchased from another owner.

The QF agrees to pay the costs for complete interconnection work () within 30 days after EFL restifies the QF that such interconnection work has been completed, and to provide, concurrently with the liability insurance mandeted by Section 10, a suntry.

bond, letter of credit or comparable assurance of payment adequate to cover the interconnection and estimates set forth on Exhibit A, or () to pay monthly intercess from EFL for actual costs programmely incurred in installing the interconnection facilities, or () build upon a decommendor of a add worthings acceptable to EFL.

In top to 30 monthly installments, plus intercess on the installment pulsace calculated at the 10-day highest grade commercial paper rate is offer 30 days prior to the date each payment in due, with the first such installment payment being due 30 days after EFL instifies the QF that instrumentation work has been completed.

In the event that the QF notifies FPL in verting to cause interconnection work before its completion, the QF shall be obligated to retainess EPL for the interconnection costs invarred up to the date such notification irreceived.

#### 3. Cost Estimates

Attached berelo as Exhibit. A is a document entitled "QF Interconnection Cost Estimates". The parties agree that the cost of the interconnection work contained therein is a good fieth extense of the actual cost to be incurred.

### 4. Technical Requirements and Operations

The parties agree that the QF's interconnection with, and delivery of electricity into, the FPL system must be accomplished in accordance with the provisions of PPSC Rule 25-17 (87 EPSC Rule 25-17 (87 is attached become as Exhibit B and made a part of thin Agreement. Additionally, the parties agree that for QFs that are Distributed Resources as provided in FPSC Order No. PSC 06-0707-PAA-EL Issued August 18, 2006 to Decket No. 060410-EL that QF's interconnection with the FPL system must be accomplished as accordance with the previous of the IEEE Standard 1547 for Interconnecting, Distributed Resources with Electric Power Systems, as applicable, that are in effect at the tone of contraction.

The QF agrees to require that the Facility operator immediately notify FPL's system departure by telephone in the event hazardous or insufe conditions associated with the parties' purified operators are discovered. If such conditions are described by FPL, then FPL will likewise immediately coulant the operator of the Facility by telephone. Each party agrees to immediately take whatever appropriate contective action in necessary to correct the hazardous or unsuff conditions.

# 5. Interconnection Facilities

The astronococton facilities shall include the dense listed in the document entitled "laterconnection Facilities", which is attached hereis as Exhibit C and hereby made as integral part of this Agraement.

between the little on FPL's side of the ownership line with the QF shall be owned, operaind, maintained and repaired by FPL. The QF shall be responsible for the cost of designing, assisting, operating and maintaining the interconnection bediene on the QF's side of the connection bediene in the QF's side of the connection bediene in the QF's side of the connection facilities on the QF's side of the connection bediene in the QF's side of the ownership line shall be owned operated, maintained, tested, repaired and replaced by FPL.

(Continued on Sheet No. 9302)

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

Effective: December 20, 2006

Fluid Foorth Revised Sheet No. 9.802 Cancels Fluir Decoma Revised Sheet No. 9.802

(Continued from Start No. 9 801)

#### 6. Milmunnee and Repair Payment,

FPL will appearely instruct the QF mentily for all costs assessed with the operation, materiance and regard of the interconnection. Switzless: The QF share to part for such work on a ( ) actual cost on ( ) on a programme laser so on furth or finite Schadules (CDGs) and states \$2.55.2 The QF agrees to pay FPL witten 20 days of energy of each sustainment.

#### 7. Site Access.

In order to help ensure the continuous, safe, reliable and compatible operation of the Facility with the FPL system, the QF hereby grants to FPL, for the period of interconnection, the reasonable right of ingress and egress, consistent with the safe operation of the Facility, over property owned or controlled by the QF to the ensure that FPL documents undergrass and ogress necessary in order to examine, test, collibrate, coordinate, operate, maintains or repoir any interconnection equipment involved in the parallel operation of the Facility and FPL's system, including FPL's metering equipment.

# 8. Construction Responsibility,

In no event shall any FPL statement, representation, or lack thereof, either express or implied, relieve the QF of its exclusive responsibility for the Facility. Specifically, any FPL importion of the Facility shall not be construed as confirming or endorsing the Facility's doign or its operating or maintenance procedures, or as a warranty or guarantee as to the safety, reliability, or durability of the Facility's equipment. FPL's importion, acceptance, or its failure to import shall not be despect an undocument of any Facility equipment or procedure.

#### 9. Indemnification

FPL and the QF shall each be responsible for its own facilities. FPL and the QF shall each be responsible for insuring adequate safegraents for other FPL contoners, FPL and the QF personnel and equipment, and for the protection of its own generating system. Subject to section 2.7 Indementy to Company or section 2.71 Indementy to Company of Governmental, FPL's General Rules and Regulations, FPL and the QF shall each indemnity and save the other and the other's officers, directors, employees, agents and contractors (huminafter called, importively, "FPL. Entities" and "QF Entities") humiless from any and all claims, demands, costs, or expense for loss, damage or injury to persons or property of the other mused by, among out of, or resulting from

- (a) Any set or emission by a party of that party's contractors, agents, serverte and employees in connection with the astallation or
  operation of that party's generation system or the operation thereof in connection with the other party's system;
- (b) Any defect in, failure of, or fault related to, a party's generation system.
- (c) The negligener of a party or negligener of that party's Entities (as above defined), or
- (d) Any other event or not which is the result of, or proximately caused by, that party's Entities.

(Continued on Shart No. 9.800)

Issued by: X. E. Rossio Illiany Cohen, Septer Director, Regulators Extra Con of Service and Sentencial Research, Rates and Torollis.

Effective: Descender 2, 2004.

Cancels Verifical Revised Sheet No. 9803

(Command from Street No. 6302)

#### 16. Desurmes

Subject to section 2.7 inflamme to Company, or section 2.74 Inflammely to Company. Concernmental, 177, a Commit Rules and Rules and Rules and Rules and Rules are properly as positive of publicity of publicity in the contract of the company and the Company of the Company and the Company

Subject to section 2.7 Indentesty to Company, or section 2.71 Indentesty to Company - Governmental, FPL's General Rules and Regulations, the QP's policy(ies) or self-insurance plan, if applicable, shall have a minimum limit of \$1,000,000 per occurrance, combined single limit, for bodily injury (including death) or property damage. A higher limit of QF insurance may be provided if the QF deams it necessary. Any promision assessment or deductible shall be for the account of the QF and not FPL Entities.

In the event that the policy(ics) is (are) on a "claims made" basis, the retroactive date of the policy(ics) shall be the effective date of this Agreement or such other date as to protect the interests of FPL firstion and QF firstion. Furthermore, if the policy(ics) is (are) on a "claims made" basis, the QFs daty to provide insurance coverage shall survive the termination of this Agreement until the expectation of the maintained of limitations in the State of Florida for actions based in contract or it tort, if overage is on an "occurrence" basis, such insurance shall be maintained by the QF during the entire posted of interconnection and performance by the parties under this Agreement. The QFs policy(ics) or self-timinance plan, if applicable, shall not be cancelled or materially altered without at least thany calculate days unitting gates to FPL. Goverage same be reasonably acceptable to FPL.

The QF shall provide to FFL evidence of the QF's hatchity noncome coverage and the standard insurance industry from (ACCSO) returns esolutionaries. A copy of the QF's policytics) as self-insurance plant if applicable, shall be used available for suspection by FPL of the QF's offices upon researchle solvenus mentionicity.

FPL litters shall be dissigned as an additional named instead series at QF publication, recliding any publication obtained at the instance of the QF as continuous above.

In addition to the minimum coverage outlined above, the various commercial general hability insurance policies are subject to FPL's approval and, upon request, the Contract shall make certified copies of these various general hability insurance policies, and/or information transfers the self-manuscer plans attailable for importance by FPL's Roll Management Deportment subject fiftees of 50 days of a copied floriform competition of such plans or policies shall not obtain FPL to advise the Contract of any definitions in such plans or policies, and such important shall not policy the Contract floring or to determine a warrow of FPL's right to insist on insist fulfillment of the Contracts obtained in burningly.

# II. Incotten

in the event that FFL becomes labbe, after the execution of this Agreement for abilitional taxes, uncluding innered and/or penalties, as a result of failing any of the tents or internal Revenue Service (IRS) Notice to him penalties for the labbe of the labbe of the tents or internal Revenue Service (IRS) Notice to him tents of the labbe of t

(Cristmund vir Blasel No. 9886).

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RID.	A POWER & LIGHT COMPANY	Cancels ThirdSecond Revised Sheet No. 9.8
	(Circums)	Dent Steet No. 9,803)
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unde	nity on this issue shall be much in det more whether any white-	and comes the radio this Scenim
12.	Electric Service to the QE	
	191, will provide the class or classes of decrete served topics	spot by the IJF, to the estam that they are considere with applicable wests
13.		ne shall be delivered in person or sore by registered or certified mail to
	ichae's designated below. The parties designate the following furnishes the other party written instructions to contact another	to be notified or to where payment shall be sent until such time as off
party	intendes the older party without instructives to contact another	r destriction.
	For the QF	
		Phone
	For FPL:	
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		Alexander and a second a second and a second a second and
	IN WITNESS WHEREOF, the QF and FPL executed this	Agroensed thisday of
WIL	NESS:	FLORIDA POWER & LIGHT COMPANY (FPL)
_		_
		Date
WII	NESS	(QF)
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Issued by: 8-45 Remig Fill and Cohen, Senior Director, Regulatory Rules, Cost of Service and Systems Director, Bulles and Turiffu-Fillective: July 1, 2006

Original Shaul No. 9806

#### OFFICINAL RESIDENTIAL SMART PANEL EQUIPMENT AGREEMENT

The Options' Introduced Short Fotal Equipment Agreement ("Agreement") is made and entered into the day of the "Optiones"), having a paramy residence located at the "Residence Process") and Florida Process Light Company, a Footal corporation, neverill office and 750 Limites Residence in Section (SAUS) (the Company) (sect in "Party" and enterthing the Planter.) The Service provided under this Agreement is subject to the Pulse and Orders of the Florida Public Service Commission ("EPSC") and to Commonly's Electric Tenth as approved at subsequently revised by the FPSC and the General Rules and Registeres for Becton Service as they we now within (in as they have the FPSC and entered to applicate the Service as they we now within the service of the Service as they have the service of the Service as they are now within the service of the Service as they are now within the service of the Service as they have the service of the Service as they are now within the service of the Service as they have the service of the Service as they have the service of the Service as the Service as they have the service of the Service as the Service as they have the service of the Service as the service of the

WHEREAS, the Contract fundsy appear to Company to receive smart electrical panel energy management energy (the Service') of the Residentia Property

NOW THEREFORE to companyon of their mater provises and andertakings, the Foreign again to the following terms and conditions in the Agreement

- Effective Date: This Agreement shall become effective upon the acceptance hereif by Congress ("Effective Eate"), evidenced
  by the signature of Congress's authorized representative appearing before
- Term of Agreement. The form of this Agramman (the Term?) will communic in the Effective Date and will confinue the flor
  youth following the date on which the Company gives notice that the Equipment is creatly for operation (the Remarchal
  Operation Date).
- Season of Services. Company will arrise process, mainting for the execute person and process and process and execute providing and existed equipment ("Equipment") in travers the Service which includes receiving and emerging state and leading Company a load accord, and energy management capabilities (including controlling end-me application and existing controlling end-me application and existed interface to the Equipment and environment and existed and of the Equipment and environment application for the Equipment in good winking condition in the day performing any recommy replacements or reposits between for the dainthon of the Equipment in good winking condition in the day performing any recommy verticements or reposits between the the dainthon of the Equipment in good winking condition in the day performing any recommy verticements or reposits therein to the dainthon of the Equipment is good winking and on a performing any recommy will be Edulated to Continue and the Edulation of the Edulati

The Perties advisioning and agree that no payments are due hard Costonion to Company in consistion with the Company's performance of the Savyon and Costonion a use of the Equipment between my summings by the Company's ability to pertian the Savyon in addition within a resovered period of time often the Presidential Company in the Company to deep a continuous distance of the Costonion in the Costonion shall receive a continuous distance of the Costonion in the Costonion shall receive a continuous distance of the Costonion in the Costonion shall receive a continuous distance of the Costonion shall receive a co

4. Equipment, Maindenance, Access Diving the Term, Company stell provide insulations to the applicable Equipment is accordance with generally ensected insularly practices. Customer shall promptly notify Company when Exalcitive has increasing in any applicable or sense or some entanding in the Equipment. The Customer shall not move modify review equal steep or shappy in any interest way the Equipment, except in the invest of an emergency. At registerment if and alteration in ordinate locally grants Company scient rights on the Residential Property sufficient to allow Company to participation the Equipment Custom the Application.

Company strill, or through its subcontractors, be responsible for obtaining and for compliance with any square or permit requirests be in Company's same to exclude it to growth the Service. Each Petry agrees to ecopatitive exist this stree Pisty strill for each Each Petry in obtaining any required permit.

(Communition Street No. 9/857)

Channel Street No. 9307

# Carminoed turn State No. 11.60(i)

- 5. The end Res of Loss Custome admonedges and agree that in the Egopment is personal properly, wit be removed and all more a study or otherwise part of the Residence Property. W. Company we own the Egopment, and (ii) Gustome has an ownership interest in the Egopment. The shall only bandle to the Costome at the end of the original Term to upon any verses terminated of the Company shalls to not improve the Egopment; Costome shall step the Egopment beefford any time by time parties, and that provide limity notice of Company's title and ownership of the Egopment to Williams that may come to travel an interest in or time upon the Respondst Property.
  - Customer shall have all this of have or dismage of any sind with inspect to all or any part of the Equipment booked in the Residential Property in the settent such loss or damage is caused by weather or the actions, negligence, withit inspects to grow negligence of Castomer, its contractors, agonts, Invites sindry greats or any other damage which is required to be covered by instrument (orderlying a "Contractor Casualty"). Any proceeds provided by such insurance for larger damage in the Equipment shall be properly and to Company in the event the Equipment is damaged and it not a Castomer Casualty. The Company will be open at mystare the Equipment of the Agreement for its incremence appropriate indicate to Customer.
- Expiration of Termination of Agreement Costonia has the right to introduce the Agreement for its incremental upposed entired moles to Company by at feveral feath (NO) other prof notice. Upon any spot termination prof to the second (21) arrandishing of the Feedback Operation Costs (21) arrandishing of the Feedback Operation Costs (21) arrandish to pay after the second antiversary of the Residential Operation Costs (21) feedback to pay when (1) a commission from an arranding trade of the Egyptient to pay when (1) a commission from an arranding trade one of the Egyptient to pay when (1) a commission from the arranding trade of the Egyptient to pay when the Egyptient Company has the right to terminate the Agreement for its convenience open written have on the contrader of at a sensition of FPSC actions or plange in applicable from the regulation, ordinates or approach paints of any feature, state or local authority, or of any agency thereof, that have the effect of environising, limiting or otherwise probability Company's ability is provide the Service. Upon such termination, the Company may such to remove the Equipment or leave the Egyptient or Company and value to remove the Equipment or leave the Egyptient or Company and value to the Contrader of the Egyptient or leave the Egyptient or the Contrader or the Egyptient or leave the Egyptient the Egyptient or
- Mananty Custome economicales and agrees that Company has not more any representations, warrantee processes, revenues, agreements or guarantees of any kind or character Windowsey, whether suprees a highest cold or written participated highest cold or and the appropriate Continues advisorable that have seen warrant visited by the industry of employer supplied warranty of executamistriby the industry of threats for a particular jumpose and the implied warranty of custom or usage.
- Engineer Representations and Warrantee The Classomer Represents and warrants that (i) the gasons of the Equipment of the Residents Properly and Customer's performance of the Agreement will comply with all time, rules, regulations, and vectors some provided by the Continuer related to the Removation Property is according and complete. (ii) Customer this good and innocessed the to the Residential Property allow the related by the fine mid door of any time, management and continue to the innocessed the to the Residential Property allows the middle of the recomplete or other encounterance and the rule of the innocessed of the performance with the such fine innergage or other encounterance in any environmental institution and any innocessed or performance of the Agreement in the performance of the Agreement in the performance of the Agreement in the performance of the Property is a single body from will gaster conditions acceptable to Congularly Innitiated discountered.
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Neither Congress under the Agreement, including total of visit, cost of bugsts, loss of goodwill cost revenue or force, and Congress under the Agreement, including total of visit, cost of bugsts, loss of goodwill cost revenue or force of goods, and Congress and Distances each horsely release the other form any coordinately, provided that the Cuctomer shall insteamely take higherness and pelled Company from and against any and elitability proceedings, table cost or expense for loss, demand or injury to generate property ("Losses") in the extent shall go that of connection with installing to at any mancer dericity or midrely completed with this Agreement provided that indiffra here that install returns Customer to indomining Congress, but any registrate that expense or will install that installed to the progress that expense arministration of expectation of this Agreement.

(Continues to Start No. 9 (Co.)

# ORDER NO. PSC-2021-0446-S-EI DOCKET NO. 20210015-EI PAGE 852

### FLORIDA POWER & LIGHT COMPANY

Cinginal Street No. 9 858

(Continued from Sheet No. 6.807)

- (i) Inputation At any time that the Company is performing Services under this Agreement at the Residential Property, the Economy while maintain of its acts could be provide tability insurance as required by less including workers compression insurance maintained by the applicable times of the State of Roude. Company tray medit his across maintain maintains converge with any combination of primary, excepts, or self-residence. During and throughout the Tellin of this Agreement, the Customer shall ministed a nonnecessary a property insurance policy with internal limits equal to the select of the Residence Property and nonnecessary is halffly that across poncy with enterministrics of Three-Headend Thousand (\$300,000,00) Onlines.
- Assignment. The Customer may not assign this Agressival without the consent of the Company. A sale of the Residential Property shall be Seeded as an early terroration by Customer unless Company agrees in writing to an essignment of the Agreement to the purchaser of the Residential Property.
- Treative Resolution, Governors Law, Versus and Warrer of Arry Title! The Agroment class be subject to and giverned by the laws of the state of Florida, auditors of conflicts of laws provision. The Farther agree that any action or proceeding artising out of or related to this Agreement shall be brought in the Circuit Court for Plan Beach Court, Florida or the United States District Court for the Southern District of Florida. EACH OF THAT PAPTICS HEREBY KNOWNESSY, VOLUNIFARLY AND INTERTIONALLY WAVES ARM RIGHTS THAT WIGHT ERS! TO HAVE A TRULL BY JURY WITH RESPECT TO ARM JURYATION BASED UPON RIGHTS TITL WARSING CUT OF UNDER OR IN ANY CONFIDENCE OF WITH THE AGREEMENT, OR ANY COURSE OF CONDUCT. COURSE OF CEALING STATEMENTS (WHETHER CROIL OR WITH THE), OR ACTIONS OF EITHER PARTY HEREBO THAS PROVISED IN A MATERIAL MOLICIEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- 13. Notices At notices, demands, others or other whiten communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Fiers giving outh roace and, this be either hand-detected sent we contifed quality interproper instantially or state are continued in such Party's actions as set both score.
- Excelleneous Any warms granted by a Farly shall not occurring a warrar or remiquebrated of its right to decreat fulling performance of trust term or condition or to exercise such right to the flutte. No modification, warear or expenditure of this Agreement shall be trinding where signed in willing by both Faster. The Agreement constitutes the earlier, understanding bearing. Company and the Couloma country is the subject rental force) Company and Company and the control of the subject of the agreement and documents, as either Party may reasonably request from time to have alleted as or offer the execution of the Agreement, in further according to the expression of the Agreement. The obligators of the execution of the Agreement and the trends of the Party in the Party of the P

W WITHEST WIRESELF, the Parties narray cased this Agreement to be executed by their day inflicated representatives, effective as of the Effective Date.

Conformer	Finish Forest & Light Company
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Printed Nation	Evidos Name
Opter	Tite
	Date

Original Sheet No. 9.811

# RESIDENTIAL OFFICIAL SUPPLEMENTAL POWER SERVICES AGREEMENT

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement

- Effective Date: This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"),
  ovidenced by the signature of Company's authorized representative appearing below, which, together with the
  Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect
  to provision of the Service.
- Term of Agreement. The term of this Agreement will commonce on the Effective Date and will continue for years following the Residential Operation Date as defined in <u>Section 4(a)</u> below (the "Term").
- 3. Sever of Services: Company will design, procure, initiall, own, operate, and provide maintenance to all alternative sources of power supply analyst power conditioning equipment ("Equipment") to flamish the Service as more specifically described in the SCW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Residential Property. (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rettal or lease of the Equipment by Company to Customer.
- Design and Installation Company will design, procure, and install the Equipment pursuant to the requirements of the SOW.
  - (a) <u>Resolutial Operation</u>. Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for operation, with the date of such notice being the "Residential Operation Date".
  - (b) Commissionment of Monthly Service Payment Upon Residential Operation Date. Customer's obligation to pay the applicable Customer's mouthly Service payment, plus applicable taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Residential Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

Equipment Maintenance: Afterations: During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted adastry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or duringe related to the Equipment. Company shall import and require Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for require that use the Customer's financial responsibility under Section [2(c)], the and payable by Customer within thirty (30) does of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, after or change in any material way the Equipment, or any part thereof, through the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to countries a bons fide emergency. All replacements of, and obstrations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of the Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

(Continued on Sheet No. 9.812)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Original Sheet No. 9.812

(Continued from Sheet No. 9.811)

### 5. Customer Payments.

- (a) Egg. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.
- (b) <u>Late Playment</u>. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5,00 or 1.5% applied to any past due unpaid balance of all accounts. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due. Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligations to comply with all payment obligations under this Agreement.
- 6. Customer Credit Requirements In the reseconable discretion of Company to assure Customer payment of Morthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the sarety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable. Termination Fee pursuant to Section 13(a) for Service mourned under this Agreement, any cash security held by the Company under this Agreement will be refused, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.
- 7. Right of Access. Customer hereby grants Company an access easement on the Residential Property sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crow vehicles in connection with the installation or removal of the Equipment, (ii) impect and provide maintenance to the Equipment, or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property. Customer grants Company immediate unlimited access to the Residential Property to take such action as Company deems agreeys into to prevent such damage or injury (collectively "Accesso").
- 8. Compare Operation and Testing of Equipment. The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it doesns appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.
- 9. <u>Customer Responsibilities</u> Except for an agreed upon Charge (in defined in the SOW), the Customer shall not modely its electrical system at the Residential Property in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Residential Property. The Customer shall be obligated, at its sole expense, to keep the Residential Property free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to <u>Section 9</u>, or (iii) cause damage to the Equipment.

(Continue on Sheet No. 9.813)

Issued by: Tiffany Coben, Director, Rates and Tariffs

Original Sheet No. 9.813

(Continued from Sheet No. 9.812)

19. Permits and Regulatory Requirements. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

#### 11. Title and Risk of Loss.

- (ii) Title The Customer agrees that Equipment installed at the Residential Property is and will remain the soile property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the unnership provisions of this Section 12ra/. The Parties agree that the Equipment is personal property of Company and not a focure to the Residential Property and shall return the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Residential Property.
- (b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.
- (c) Risk of Loss to Equipment (Conomer Responsibility). CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE RESIDENTIAL PROPERTY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY A "CUSTOMER CASUALITY"). Any proceeds provided by such insurince for loss or damage to the Equipment shall be promptly paid to Company.
- (d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole dissertion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(Continue on Sheet No. 9.814)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Original Sheet No. 9.814

(Continued from Sheet No. 9.813)

### 12. Expiration or Termination of Agreement

- (ii) Early Termination for Convenience by Customer. Subject to the obligation of Customer to pay Company the Termination For (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-handred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less. any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Corepany. Company retains the right to invoice Customer based upon actual unlyage value within one-hundred eighty (180) days of the date of Company's removal of Equipment.
- (b) Early Termination by Company for Convenience or by Company Due to Change in Law. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer us a result of FPSC actions or charge in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise. prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company running to this Section 13(b). Customer must choose to either: (i) Purchase the Equipment upon payment of (A) a transfer price mutually agreeable to Company and Customer, plus (B) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (C) any extetanding Monthly Service Payments and applicable toxes for Service provided to Customer prior to the effective date of termination, plus (D) any unrecovered maintenance costs expended by Company prior to the effective date of termination, minus (IC) any cush security held by the Company under this Agreement, or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.
- (6) Early Termination of Agreement for Cause. In addition to any other termination rights: expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to care such defliciency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cared within thirty (30) days after written notice thereof by Customer.

(Continue on Sheet No. 9.815)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Original Sheet No. 9.815

#### (Continued from Sheet No. 9.814)

- (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20. Customer sells, transfers or otherwise disposes of the Residential Property; (v) Customer entors into any voluntary or involuntary barkruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors, (vi) any representation or warranty made by Customer or otherwise furnished to Company in consection with the Agreement shall prove it any time to have been untrue or misleading in any material respect; or (vii) Customer removes or allows a third party to remove, any portion of the Equipment from the Residential Property.
  - Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in <u>Section 13(a)</u>. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an electron. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Residential Property (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.
  - ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to <u>Section 13(c)</u>, or (ii) request that Company remove the Equipment, at Company's sele cost, within a reasonable time period, and pay no Termination Fee, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Table to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.
- (d) Expiration of Agreement. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable tasses, plus any outstanding Monthly Service Payments and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the experation of the then current. Term, the Agreement will auto-renew on a month-to-month busis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the dose Customer provides written notice to Company to change its election to option (sir) above.
- (e) <u>Customer Purchase Option</u> Pursuant to a purchase option under <u>Section 13(c)</u>. <u>Section 13(d)</u> or <u>Section 20</u>, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus

(Continue on Sheet No. 9.816)

Isossed by: Tiffany Coben, Director, Rates and Tariffs

Original Sheet No. 9.816

(Continued from Sheet No. 9.815)

(ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered maintenance costs expended by Company prior to the effective date of termination, minus (v) any cash security held by the Company under this Agreement. Company will irreduce Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and poyable by Customer within thirty (30) days of the date of such invoice. If Costomer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such parchase option, will expect and Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).

# 13. Warranty and Representations

- (a) Company's Disclaimer of Excress and/or Implied Winteries. Customer acknowledges and agrees that company has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or futere, of, as to, concerning, or with respect to the company's obligations, services and/or the equipment, customer acknowledges that there is no warranty implied by law, including the implied warranty of merchant ability, the implied warranty of fitness for a particular purpose, and the implied warranty of custom or usage, customer further acknowledges in no event does company warrant and/or guaranty to the customer that the electrical services to the residential property will be uninterrupted or that the electrical services to the residential property will be uninterrupted or that the electroder will avert or prevent the interruption of electric services.
- (b) <u>Contense Representations and Warranties</u>. The Customer represents and warrants that (i) the Residential Property at which Company's Equipment as to be located in suitable for the location of such Equipment, (ii) the placing of such Equipment at such Residential Property will comply with all laws, rules, regularious, ordenasces, coming requirements or any other federal, siste and local governments requirements applicable to Contenser, (iii) all information provided by the Contenser related to the Residential Property is accurate and complete, and (iv) Customer helds sole and exclusive tifle to the Residential Property or has the sole and exclusive right of possession of the Residential Property for the Term.

### 14. LIMITATIONS OF LIABILITY.

- (6) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED, BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.
- (b) SUBJECT TO SECTION IS(G), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

(Continue on Sheet No. 9.817)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Original Short No. 9.817

(Continued from 5heet No. 9.816)

(e) THE LIMITATIONS OF LIABILITY UNDER <u>SECTION 15(a)</u> AND <u>SECTION 15(b)</u> AROVE SHALL. NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c). Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in <u>Section 15</u>.

Agreed and accepted by Customer: \_\_\_\_\_ (Initials

- 18. Force Maleure. Feece Majeure is defined as an event or circumstance that is not reasonably foreverable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargores, subotage, epidemica, explosions and fires not originating in the Residential Property or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majouse event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration. thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majoure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majoure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.
- 16. <u>Confidentiality</u> "Confidential information" shall mean all rempublic information, segardless of the form in which it is communicated or maintained (whether und, written, electronic or visual) and whether prepared by Company or otherwise, which is disclosed to Customer. Confidential Information shall not be used for any purpose other than for purposes of this Agreement and shall not be disclosed without the prior written consent of Company.

### 17. Insurance and Indemnity

- (a) Insurance to the Maintained by the Company. At any time that the Company is performing Services under this Agreement at the Customer Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance.
- (b) Insurance to Be Maintained by the Customer. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowners property insurance policy with minimum limits equal to the value of the Residential Property and homeowners liability insurance policy with minimum limits of Three Hundred Thousand (\$300,000.00) Dollars.
- (a) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, saits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with the Agreement, provision, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.
- 18. Non-Wulver The failure of either Party to insist upon the performance of any tarm or condition of this Agreement or to exercise any right bereander on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

(Continue on Sheet No. 9 818)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Original Sheet No. 9.818

(Continued from Sheet No. 9.817)

- 19. Assignment, Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or this Agreement may be assigned by the Costomer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and he binding upon the successors and assigns of the Customer and Company. This Agreement is free of any restrictions that would prevent the Customer from freely transferring the Residential Property. Company will not prohibit the sale, conveyance or refinancing of the Residential Property. Company may choose to file in the real estate records one or more procustionary UCC financing statements or feeture filings (collectively "Festure Fding") that preserves their rights in the Equipment. The Fixture Filing is intended only to give notice of its rights relating to the Equipment and is not a lien or encumbrance against the Residential Property. Company shall explain the Fixture Filing to any subsequent purchasers of the Residential Property and any related lenders as requested. Company shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Residential Property
- 26. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file say formal proceedings against the other Party related to any dispute under this Agreement for at loast focty-five (45) does after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITHOATION BASED UPON, RELATING TO, ARISENG OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- 21. Modification No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.
- 22. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(Continue on Sheet No. 9 819)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Original Sheet No. 9.819

		(Continued	from Sheet No. 9.818)	
23	of the Agreement and/or the comple Parties. Those provisions of this Ag	etion of the Ser greement which	which by their nature survive the termination or expiration rvice hereunder, shall survive and inure to the benefit of the h provide for the limitation of or protection against liability d shall survive termination or expiration of this Agreement	
24	4. Notices All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement and with respect to Company, sent to the attention of			
25	execute and deliver such additional	instruments ar	th agree to do such other and further acts and things, and to ad documents, as either Party may reasonably request from a Agreement, in furtherance of the express provisions of this	
26	relating to the subject matter hereo	£ superseding	e entire understanding between Company and the Customer any prior or contemporaneous agreements, representations, the Parties, whether oral, written or implied, regarding the	
	TNESS WHEREOF, the Parties hereby entatures, effective as of the Effective I		greement to be executed by their duly authorized	
Custon	ner	Florid	la Power & Light Company	
Ву		By:	97	
	(Signature)		(Signature of Authorized Representative)	
	(Print or Type Name)		(Print or Type Name)	
Dute	inter-construction	Title.	I Barrara Structura a.a.	
		Date	\$11	
Custon	mer			
By	(Signature)	-		
	(Print or Type Name)	_		
Date:				

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: September 3, 2019

NC.	N-RESIDENTI/	AL OPTION/	AL SUPPLEMEN	CAL POWERS	REVICESA	GREEMENT
THIS Non-Resid day of		upplemental by and bet		Agreement ("Agr	reement ) is r	made and entered into the
a "Party" and e Agreement in su Electric Tariff, is approved or sub Electric Service hereafter referre	on, having office collectively the bject to the Rule soluding, but not sequently revise as they are now d to as the "Ele	s at 700 Unis Parties"). To a and Oedera limited to, the d by the FPS written, or as otric Tursff").	rerse Boulevard, he Service (as of the Florida P e Optional Suppl SC (hereafter the sthey may be he In case of con	Juno Beach, Flo defined in the p ublic Service Co emental Power S = "Rider") and p reafter revised, flict between an	rids 33408 (h peragraph be ommission (" fervices Ride the General amended or i y provision	wer & Light Company sereafter "Company") (er slow) provided under the FPSC") and to Company r, Rise Schodule CSP-1, Rules and Regulations supplemented (collective of this Agreement and the meaning set forth in the
Statement of W	ork ("SOW") for vice in the ever	it the purpor	se of providing	an alternative : c supply is disc	scurce of po	e specifically described in wer supply and/or pow flor the "Service"), at t
NOW 1 following terms				al promises and	undertaking	s, the Parties agree to
Date"). with the	evidenced by the	nignature of nd the SCAV,	Company's sat shall constitute t	borized represen	dative appear	of by Company ("Effect ing heliors, which, toget the Customer and Compa
	Agreement The ara following the					hase and will continue for w (the "Term").
alternati us more removal (iii) Cue that this	we sources of po- specifically desc ble and will not be stomer has no ow	wer supply as ribed in the e a fecture or menhip inter a for the Con	nd or power con- SOW. Customer otherwise part of out in the Equipe spany's provision	litioning equipm acknowledges at the Facility, (ii) nent. For the ave a of Services to (	ent ("Equipm nd agrees tha Company w sidance of do Customer usi	rowide maintenance to sent") to furnish the Serv t (i) the Equipment will till own the Equipment, a subt, it is the Parties' into ing Company's Equipment.
4. Design at of the S		Company wil	ll design, procure	, and install the	Equipment po	arsuant to the requireme
(a)	accordance with	the requirer rady for com	nexts of the SO	N. Company shi	all deliver to	applicable Equipment Customer a notice that so being the "Commerc
(b)	obligation to pe and taxes due	ry the applier from Custon teration Date	able Customer's mer pursuant to and shall be due	monthly Service Section 6 /Cu	e payment, p stomer Paym	eration Date. Custome lus applicable fuel charg- tents), shall begin on researt to the General Ru
Equipm when C inspect	ent in accordance ustomer has kno	with general wledge of an ment that is n	fly accepted indo y operational isso of properly open	ntry practices. C ues or damage re ting within the t	ostomer shal rlated to the imelines agre	intensace to the applical I promptly notify Compa Equipment. Contpany shed upon in the SCIV. shifty under

(Continue on Sheet No. 9.821)

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: September 3, 2019

Original Sheet No. 9.821

#### (Continued from Sheet No. 9.820)

Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, romove, adjust, after or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bone fide emergency. All replacements of, and afterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original operation at Customer's sole cost and expense.

### 6. Customer Payments.

- (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Any monthly fuel charges specified in the SOW will be in addition to the Monthly Service Payment. Monthly fuel charges, if applicable, will be recalculated annually by Company in accordance with the Rider, and such recalculated monthly fuel charges shall be effective upon written notice to Customer. Applicable taxes will also be included in or added to the Monthly Service Payment and any fuel charges. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Cantomer's otherwise applicable general service rate schedule.
- (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a mariner permitted, by applicable law. Further if the Customer fails to make any unduputed payment owed the Company hereunder within five. (5) basiness days of receiving written notice from the Company that such payment in past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service parsuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.
- 7. Customer Credit Requirements. At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Illoctric Turiff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Turiff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(n), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligons on any surety bond or letter of credit will be relessed from their obligations to the Company.

(Continue on Sheet No. 9.822)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Original Sheet No. 9.822

### (Continued from Sheet No. 9.821)

- 1. Grant of Easement to Company. Oustomer hereby grants Company on access easement to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment, or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of dismage or injury to the Equipment, any person or person's property. Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Perties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations and provide Customer with an applicable easement form for Customer's approval and signature. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Upon receiving the signed essement form and any associated mortgage subordinations, the Company shall record Company's easement rights in the public records of the County where the Facility is located. All such costs related thereto shall be the included as part of calculating the Customer's Monthly Service Payment. Failure to provide the above requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's haydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Figuipment, and (iii) Company's performance of the Service.
- 9. Company Operation and Testing of Equipment. The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SCAV, has the eight to manually and/or remotely operate the Equipment at all times at deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.
- 10. Customer Responsibilities. Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Facility in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Facility. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.
- 11. Permits and Regulatory Requirements. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.

# 12. Title and Risk of Loss

<u>Title</u>. The Costomer agrees that liquipment installed at the Facility is and will remain the sole property of Company unless and until such time as the Costomer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment in Costomy deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this <u>Section 12(a)</u>. The Parties agree that the Equipment is personal property of Company and not a fixture to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility.

(Continue on Sheet No. 9.823)

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: September 3, 2019

Original Sheet No. 9.823

#### (Continued from Sheet No. 9.822)

- (a) Liggs. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and covnership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.
- (b) Eisk of Loss to Equipment (Customer Responsibility). CUSTOMER SHALL BEAR ALL RISK. OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE EACHJTY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTHOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMER CASUALTY"). Any proceeds provided by such impurisee for loss or damage to the Equipment shall be promptly paid to Company.
- (c) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a resionable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments, foel charges and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

# 13. Expiration or Termination of Agreement

(a) Early Termination for Convenience by Customer. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180)days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments, fuel charges and applicable tuxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, plus (in) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination. Fee, due and payable by Customer within thirty (30) days of the date of such invisioe. Company's invision may include an estimated salvage value of Equipment removed by Company. Company retains the right to invoice Customer based upon actual sulvage value within one-handred eighty (180) days of the date of the Company's removal of Equipment.

(Continue on Sheet No. 9.824)

Original Sheet No. 9.824

(Continued from Sheet No. 9.823)

- (b) Early Termination by Company for Convenience or by Company Due to Change in Law. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either (i) Purchase the Equipment upon payment of (A) a transfer price mutually agreeable to Company and Customer, plus (B) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (C) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (D) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, minus (E) any cash security held by the Company under this Agreement, or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Castomer of such an election. If Customer and Company cannot reach agreement us to the transfer price of the Equipment within ninety (90) days of Company anotice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.
- (c) Early Termination of Agreement for Cause. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (a) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer, (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 29. Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantee of Customer's obligations or liabilities hereunder ("Guarantee") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors, (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement. shall prove at any time to have been untrue or misleading in any material respect, or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility
  - Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for playing the Termination Fee in more fully described in <u>Section 13(n)</u> For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Fucility (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Contened.

(Continue on Sheet No. 9.825)

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: September 3, 2019

# FEORIBA FOWER & LIGHT COMPANY

files Revised Sheet No. 9.825 ancels Original Sheet No. 9.825

### (Command from Short No. 9:824)

- ii Upon a termination for cause by Company, the Company, shall have the right to access and sensive the Equipment and Customer shall be responsible for paying the Company has the right into bot the obligation to weeks and remove any and all Equipment at its sole discretion. Edde to Equipment that Company elects not to remove shall number in Customer upon written nation by Company to Customer of such at election. Additionally, the Customer shall be hable to Company for any interney a feet or other costs meaned an authorism of the Terratemion Fee. In the event that Company and a purchaser of the Facility (who two more accounted the Agreement parasies to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.
- Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to <u>Section 13(e)</u>, or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the irroidance of doubt, Company has the right, but not the obligation, to secess and remove any and all Equipment, at its sale discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such us election.
- (d) Expiration of Agreement. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments, fuel charges and applicable trees, for Service possided to Contourer prior to the expiration of the Term, or (iii) to request that Company remove the Supposent and for Contoner to pay Company the Terratuation Pee. In the every that Customer fields to make a timely election. Customer chall be deciped to have elected the request for Company to remove tise Equipment and for Customer to pay the Lerminstain Fee. For the avoidance of doubt, Company has the right, has not the obliquium, to access and remove any unit all Equipment, at its side discretion. Jule to Equipment that Company electa not to remove shall transfer to Contomer upon written notice by Company in Cummer of such in olimpers. If options (i) or (ii) is selected by Customer but the Plantes have failed to reach agreement as to the terms of the applicable option by the expiration of the then correspond Text, the Agreement will auto-renew on a murth-to-morth busin with (A) the that on which the Pietics reach agreement and finalists the option, or (II) the date Continuer provides wintern richage to Company to sharing an election to option (iii) where
- (a) Contourne Purchase Options Personal in a purchase option oracle section 12(a) =() or 13(d) or Section 20, the Contourner and relect to purchase and take inter to the Supaparent upon payment of (i) the greater of (A) Company's universe real capital cost of the Equipment upon payment of (ii) the greater of (A) Company's universe real capital cost of the Equipment upon for market value of the Equipment pairs (iii) Company plan (iii) and to reconfigure the Equipment to accept standard electric service from the Company plan (iii) and state-dainy Monthly Service Physicians, fuel charges and applicable toxes for Service provided to Consoner prior to the effective date of termination, plan (iv) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, minus (v) any cost security held by the Company under this Agreement. (Company will awance Contours the purchase option prior within tharty (30) days of Contourse a election of the purchase upons, then and porable by Contourse to the four methor value of the Equipment within thirty (30) days of Contourse's election of the purchase option, then such purchase option will expent and Company captor election of the purchase option then such purchase option will expent and Company are proceed active to and pay the Termination Fee purchase option will expent and Company as proceed active to and pay the Termination Fee purchase option will expent and Company and Contourse that proceed active to and pay the Termination Fee purchase option will expend and Contourse that proceed active to and pay the Termination.

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Original Short No. 9.826

(Continued from Sheet No. 9.825)

(f) <u>Termination of Easements</u>. Following expiration or termination of this Agreement and satisfaction of all Customer obligations under this <u>Section 13</u>. Company shall provide Customer with a release of Easements in a form mutually agreed upon between the Parties.

## 14. Warranty and Representations.

- (8) Company's Disclaimer of Express under Implied Warrings Customer acknowledges and agrees that company has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with bespect to the company's obligations, services andoor the equipment customer acknowledges that there is no warranty implied by law, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of custom or usage. Customer further acknowledges in no event does company warrant and/or guaranty to the customer that the electrical services to the facility will be uniterrupted or that the electrical services to the facility will be uniterrupted or that the enstallation of the equipment and provision of services provided hereunder will avert or prevent the interruption of electric services.
- (b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment.
  (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements of any other federal, state and local governmental requirements applicable to Customer, (iii) all information provided by the Customer related to the Facility is accurate and complete, (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Tenn, and (v) Customer has the right to grant Company easement rights related to the real property on which the Facility is located, or has the right to require the owner of the real property on which the Facility is located to grant Company such essentinglits.

# 15. LIMITATIONS OF LIABILITY

- (6) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.
- (b) SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLIDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

(Continue on Sheet No. 9.827)

Issued by: Tiffany Cohen, Director, Rates and Tariff

Original Sheet No. 9.827

(Continued from Sheet No. 9.826)

(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c).

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in <u>Section 15</u>.

Agreed and accepted by Customer: (Initials)

- 16. Force Majeure. Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, in beyond the reasonable control of and is not caused by the negligence or lack of due difigence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, not or insurrection, blockades, embargoes, subotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the faithm of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwishstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.
- 17. Confidentiality "Cordidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether ocal, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

## 18. Insurance and Indomnity

- (a) Insurance to Be Maintained by the Company.
  - At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million (\$1,000,000,000) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million (\$1,000,000,000) Dollars combined single limit for all owned, non-owned leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million (\$2,000,000,000,000) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million (\$1,000,000,000) Dollars per accident, by discose and per policy and per employee.
  - ii Upon the request of Customer, the Company shall provide the Customer with insurance certificates which provide evidence of the insurance coverage under this Agreement.

(Continue on Sheet No. 9.828)

Issued by: Tiffany Cohen, Director, Rates and Tariff Effective: September 3, 2019

First Revised Sheet No. 9.828 ancels Original Sheet No. 9.828

## (Continued from Short No. 9.827)

1 Notwithstanding any other requirement set forth in this <u>Section Jiliui</u>, Company may meet the above required insurance anyetings and limits with any combination of primary, excess, of self-insurance. In the event Company self-insures may of the above required coverages, Company will provide Continue with a letter of self-maintance upon written request by Castomer.

## (b) Enversese to the Maintained by the Contention

- The Claterney, during and impoglant the Term of this Agreement, shall, maintain a insole cost and expense, with amoretis) rated "A-, VII" or higher by A-M. Best's Key Ranny Guide, (i) examinated ground labelity policy with minimum lands of One Million (\$1 (00)(00)(0) Dellars per occurrence for brighty inputy or death and/or perperty during the nationabile fastility policy with minimum limits of One Million (\$1 (00)(00)(0) Dellars per occurrence transition (and workers' compensation insurance for brighty policy with estimate an insurance contrage in monatold by the applicable laws of the Sanny of Florida and Employers' Labelity sower with finite of One Million (\$1,000,000 (0)) Dellars per acculant, by discuss and per policy and per imployee With request to transition to the policy of the property of the property of the per acculant, by discuss and per policy and per imployee With request to transition of required in (1), (b), that (a) province Continues shall man a Commency as an additional man of an approach of the property of the propert
- In the event Customer is subject to Senters Table 70x 28 Florals Statute, Customer reknowledges, underse warring the right to overeign immunity as provided by Senters 768/28 Florade Santines that Customer is self-inserted for general liability tasker Florads as reversign immunity statutes with coverage limits of Two Hundred Troussant (\$200,001(00) Dellars per person and Threa Hundred Theomass (\$400,000,000 Dellars per occurrence, or such monetary warrier limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statutes. Coverage shall also include Employers' Liabelity coverage with limits of One Million (\$1,000,000,00) Dellars per accident.
- (e) Indemnity The Customer shall indemnify, hold hamiless and defend Company from and against any and all liability, proceedings, saits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with relating to or in any manner decetly or indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.
- Non-Waiver. The failure of either Party to insist upon the performance of any term or condition of this
  Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or
  relinquishment of its right to demand future performance of such term or condition, or to exercise such right in
  the future.
- 3. Assignment. Neither this Agreement were the Service, nor any day, mirrors or rights hereunder shall be subscribed assigned, transferred, delegated or otherwise disposed of by Contoner without Company's practical approach. Contoner with property again which the Europeant is installed in less there (50) days prior to the sale of each property. In the event of the sale of the real property upon which the Europeant is installed, subject to the obligations of this Agreement including Section 7 (Contoner Credit Requirements), the Contoner has the option to purchase the Europeant to Section 13(e) or, this Agreement may be assigned by the Contoner to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Contoner and the Company in striking. This Agreement shall time to the breefit of, and be binding upon the assessment and assigns of the Customer and Company.

(Continue on Sheet No. 9.825)

Original Short No. 9.829

(Continued from Sheet No. 9.828).

- 21. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party neithed to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Plain Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIOATION BASED UPON RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHISTHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HEREBTO, THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- 22. Modification. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.
- 23. Severability. If any provision of this Agreement or the application thereof to any person or carcumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fallest extent permitted by law.
- 24. Survival The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and mure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or exponent of this Agreement und/or completion of the Service.
- 26. Further Assurances: Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether ut or after the execution of this Agreement, in furtherance of the express: provisions of this Agreement.
- 27. Governmental Entities. For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and be enforceable.

(Continue on Sheet No. 9.830)

Issued by: Tiffany Cohen, Director, Rates and Tariff Effective: September 3, 2019

ORIDA POWER & LIGHT COMPANY	Original Sheet No. 9.830
	(Continued from Sheet No. 9:829)
relating to the subject matter hereof,	constitutes the entire understanding between Company and the Customer, superseding any prior or contemporaneous agreements, representations, age between the Parties, whether oral, written or amplied, regarding the
IN WITNESS WHEREOF, the Parties hereby or representatives, effective as of the Effective Du	caused this Agreement to be executed by their duly authorized ste.
Customer	Florida Power & Light Company
Ву	Ву:
(Signature of Authorized Representative)	(Signature of Authorized Representative)
(Print or Type Name)	(Print or Type Name)
Title:	Title:
Date:	Date:

Issued by: Tiffany Cohen, Director, Rates and Tariff Effective: September 3, 2019

Original Sheet No 9,833

## COMMERCIAL ELECTRIC VEHICLE CHARRENG SERVICES AGREEMENT

The Commercial History Volvido Chergory, Servicio Agreement ("Agreement") is more and natural with the say of Art. By and between the Conjugate Power & said Conjugate, a Horizo corporation having officer on JUL Linearce Economical, Junior Bosson, Florian SSASS (Interesting Company), makin a Plany and case-levely the Person. The Service Goldword in the Johnstein Horizon SSASS (Interesting Company), makin a Plany and case-levely the Person. Plant Service Goldword in the Johnstein Horizon Plant Research to the Plants service of the Plants Research Company. (FPSCI) and to Company of Bosses. Partly extends to the Plants and the Foreign Research ("PSCI) and the Company of Horizon Plants and propagate the School to Conference and the Service Research ("PSCI) and the Company Research ("PSC

WHEREAS, the Consistent regional appears to Dominion for recognise or new appealment and obtained and Statement of Work ("SCW") for the pressure of providing construction are by which consigning influent and managing the Statement of the Construction and the Co

NOW THEREFORE in consideration of their makes promotes and undertakings, the Person agree to the (glossing term), and considerate in this Agreement.

- I Effective Date: The Agreement shall become effective upon the exceptions funded by Company I Effective Date 1, entercopy by the significant of Company's authorized representative especially proximity to positive will be Books: Turff and the SOW, staff operation has eather approximate the Version by Continue and Company with respect to prompts of the Senece.
- Term of Agreement. The man of this Agreement the Total and common on the Effective Date and will continue for an 100, years following the date of which Company delivers notice to Castonic that the Egyptions is need to commercial operation that Commercial Operation Date 1.
- 3. Scope of Services: Company will design, provious within the Company manifestation of the power continuous approximation of the Company of the Company will be supported by the Company will be remoted by the Education. The Company reserves the data to remote the control of the Company reserves the data to remote the control of the Company reserves the data to the Company of the Company of the Company of the control of the
- Equipment Maintenance. Attendiops Summa the Term Compone shot provide commissance to the quarticals of customers that provide contracts to the quartical of customers. Supported that appears of the contract of customers and provide that appears of the contract of customers. Supported that appears of the contract of the customers of the custom

## 5. Evalonin Payments

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## PLOREM POWER & LIGHT COMPANY

Drignal Sheet No. 9.834

#### (Continues from Sheet No. 9 837)

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- Gustomer Creat Regularments. At the decreate of the Company and papers to the confidence by coloration set forth in the Agreement Company that requests and Cultumer and provide Company with the many remet forecast statements of cach of the Cathorian decreated by papers. The Company and and company and provide the theory of cachorian that company is provided by the many could state according to the Cathorian papers of Cachorian. The Company of the cachorian is the object of Cathorian papers of Marchine Cathorian Cathorian papers of Marchine Cathorian Cathorian and Cathorian papers of Marchine Department. Company is provided and Cathorian who required the provide teachine as a factor of the Cathorian papers of the Cathorian for papers of the cathorian of Cathorian for the Catho
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- Company Teeding of Equipment. The Continue that formula authors must be margine, under remote, and the Environment. In world and one operate within recurred parameters.
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(Commission Sheet lat 9,835)

Original Sheet No 9 835

#### Communication Short No. 5 834)

60. Permits and Requiremy Requirements. Currous and to responsible for actioning and for comprises with any account or expended in the in Compress some to enable it is provide the Service. The Container shall be responsible for obtaining and for construct with any learner permits, you've appropria from some authorities expected in the land container a district partial for the Container in the Service. Each Party agreed to obtain with the other Party and to account the intertex party is obtained any recovery country.

## 11: Title and Risk of Low

- In The Customer agrees that Equipment Instituted at the Faculty or and will remain the pole-property of Company unless and until the early of the critique of form or applying section to make the company unless the contract of the company in the pole of the contract of t
- (b) Level Coptomer shall see O'de Equipment here from any likes by Blod parties. Company's the land devocation of the Equipment in all persons that may some its level as interest, in or livel upon the Footily.
- HIS OF LAST ENGINEER (CONTINE RESOURCE). CLESTOMER CHALL BEAR ALL RICK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACELTY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGIENCE WILLFUR, MICCONDUCT OR GROSS NEGLIGIENCE BY CUSTOMER, ITS EMPLOYEES CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS. AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRUMNAL ACTS OR TORTHOLS CONDUCT. THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 17th OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER SCOLLECTIVELY. A CUSTOMER CASSIALTY. AM STORMER STORMER STORMER BY ONLECTIVELY. A CUSTOMER CASSIALTY.
- (d) First of Loss in Franchist Company Responsibility). In the event the Europeant it democs and is not a Common Casualty, the Company will be on register the Europeant of Company a cost, at in the event that Europeant is so severe. Our Company make it, in the event that Europeant is so severe, the company make it is described, actually be extracted for Agricultural activities agree entire to a Company make it is forgonized as the editorial in the Europeant of the old within a terminate period of the entire will be districted in the extracted for the extracted for Europeant each entire the extracted for Europeant each entire the Europeant entire the Europeant each entire the Europeant entire the Europeant entire the Europeant each entire the Europeant entire the Eu

## 12. Expiration of Termination of Agreement

(iii) Larty Termination for Conventiones by Costomer. Subject to the observer of Coulomer, to pay Company the Termination Fig. 2nd defined benefit by Costomer has the first to terminate this Agreement for the observer, above within below to Company at test sincy (20) days prior to the effective table of Winnesshor. The Therminate Fig. will be as arrested upon to the process of the effective table of the Control of Control of the English to the English of the Control of the effective table of termination, and all termination are in the effective table of termination and all termination are in the effective table of termination and all terminations are to the effective table of termination and the unappropriate control of the Englishment table of Control of the Englishment table of the Englishment table.

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#### (Continuing from Sheet for 9 835)

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- The Early Termination by Company for Convenience or by Conteary Day to Change in Law. The Company has the right to terminate this Agreement for an exeminate international method to Contear and Joseff and Josef
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Committee Sheet No. 9,6377

FLORIDA POWER & LA	DIFF COMPANY
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Double Sheet No. 9 237

#### Continued work Same for 9 8361

## 53. Watranty and Representations

- COMPANY MAS NOT MADE DOES NOT MAKE AND SPECIFICALLY NEGATES AND AGREES THAT COMPANY MAS NOT MADE DOES NOT MAKE AND SPECIFICALLY NEGATES AND JUSTIAINS ANY REPRESENTATIONS WARRANTIES PROMISES LOVENANTS AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHICTHER EXPRESS OR IMPLIED, ORAL OR WRITTEN PAST, PRESENT OR FUTURE OF ASTO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S DELIGATIONS, SERVICES AND/OR THE EQUIPMENT CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY MYLLED BY LAW, INCLUDING THE WYLLED WARRANTY OF PREVENTY OF THRESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTROM. SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE WISTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED, HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.
- Oncody a Equipment is to delicated a statistic for the insection of such Engineers. It is the principal of such Engineers in the principal of such as the principal of the principal

## 14. LIMITATIONS OF LIABILITY.

- III. SEUNDERSTOOD AND ACKNOWLEDGED BY CHEFDINER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREED THAT COMPANY SHALL NOT BE LIASLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL WITERRUPTION OF SERVICE OR FLUCTUATION IN VOLTAGE RESULTING FROM CAUSES REYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES SERVANTS OR AGENTS.
- IN SUBJECT TO SECTION NAVO. NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL SPECIAL EXCHPLARY INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF ISE, COST OF CAPITAL LOSS OF GOODWILL LOST REVENUES OF LOSS OF FRONT, AND COMPANY AND CUSTOMER EACH HERSBY RELEASES THE OTHER FROM ANY SUCH LIABLITY.
- ID: THE LIMITATIONS OF LIMITATY UNDER SECTION 14W AND SECTION 14W ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OR LIMITATION OF CUSTOMER LINDER SECTION 17H.

Customer's furnite below indicate that Customer has mad, understood and community accoming the terms and provinces self-orthin Secreto 14.

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(Continue on Street No. 9 638)

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- 16. Confidentiality. "Confidence internation that make all everythis information regarded or internation parties one written electrons or estual) and whether prepared by a discussion Party or asserting in Indiana Party's, which is distributed to a recovery Party'. Recovery Party'. Confidence information shall not be read for any parties when their first for purposes of the Agreement. The Recovery Party's both positive states Segree of come to product the Confidence information of the Besselves Party employs to who information of the arrow store of any parties are assessable places of own based on properly extended. Except to the enternative of the arrow series for a segree of confidence and on product the product of the product of confidence of Confidence of the arrow of the arrow of the arrow of the product of confidence of Confidence of the arrow of the product of confidence of Confidence of the arrow of the product of the product of Confidence of the arrow of
- 17. Insurance and hidenmity.
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    - All you like that the Company is performing Services under the Agreement at the Cardoning Facility, the Company and manners at the before part imposes, with insure (1) and "A. Vill or higher by A.M. Service Rising Golder, in commercial designs installed party, with companion while of Chee Makes IET 002 000 025 To fairs per occurrency for bodily made or display party of death service party of the service party of the companion o
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- 58. Hern-driver. The his or of erms there is used upon the performance of any term of condition of the Agreement at Arrangement at Arrange
- 48 Assignment Medica the Automorphise the Service, are any plant through or high because what the augmentance assigned transferred described or of review disposed of the Continue without Congress a prior within augment. Congress will provide within notice to Continue of a proceeding rise of the real process upon which the Equipment is broaded, all early through the first process. In the early of the real process upon which the Equipment is strategy, at that it is added only of the Agreement indicated as the Continue Capable Engineering a part and the processed or many formation of the Agreement is Continue Capable Engineering and the second of the Agreement is the processed of the real process.
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- 21 Modification for informatic in agreements are an entire many garp in the mole many of mostly the entire terms and parties. Party and coordinate many appropriate or present from an appropriate many and appropriate many appropriate an entire appropriate many and appropriate many appropriate and appropriate many and appropriate many appropri
- 22. Deverability if any provision of the Agreement or the application transport of any provision or amountains of the Agreement of the application of also provision in personal or organizations application of also provision in personal or organizations application of also provision in personal or organizations and also be used any affordable to the force advanced what he need any affordable to the force advanced what he need any affordable to the force advanced what he need any affordable to the force advanced any affordable to the force advanced and any affordable to the force advanced any ad
- 28. Survive. The obligatory or the Plates from the entire by the matrix agrees the Administrator of operation of the Agreement and/or the condition of the Service in processors of this service and the condition of the Carties. These processors of this Agreement which provide by the introduce of the protection agrees such adds about agree to the full prior (permitted by the and orbit at one service about or segment or this Agreement angles competing of the Service.

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Drignal Sheet No 9:540

leaved by: Tiffeny Cohen, Semior Director, Requisitory Rates, Cost of Service and Systems Effective.

**Driginal Sheet No. 9 843** 

#### OPTIONIA, RESIDENTIAL ELECTRIC VEHICLE CHARGING AGREEMENT

The Colonia Respects Electric Which Chemics Advanced (Advanced) is hade and entered my this day of 20 fts and between the Colonian (Advanced) having a prince implement control of the Respects Hugerly's and Floride Power & Light Company, a Floride companies making offices at 100 Linearce Research, and Beach Electric Company's leads a Party and coloniable for Fartery). The Service provided under this Advanced in subject to the Releast and Linear of the Fertia Public Service Companies (FFRICT) and to Company's Receive Term mouding but not limited to the Requirities Electric White Course Service From Releast Receive Term and the Research of the FFSI and the General Rules and Research for the Register Service Research in the Research in the Research in Service Research in Service Received in Service Received in Service Releast Releast Releast Releast Received in Service Received in Service Relationship to the Research Relation Rel

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- Effective Date. This Agreement shall become effective again the economic ferred by Gutturing (Tatherton Date), requiring to the separate of Gungarin's extraorded representative expension below.
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- 8 Warranty Common automolection and agrees that Congress has not made any improjectations, variation, promises, constant, or formally account of any experience of any experience of any experience of the experience of the congress of th
- 9. Cuplotes Representations and Warnantee. The Cuptoms requestes and women to the beauty of the Economic at the Resident Property and Customer's performance of the Agreement and comply attract rules, rules, rules, replaced to contract and comply and a larker rule. In delaying the provided by the Customer emission in the Resident's Property is acquired and complete and Customer rules and acquired the Day Resident and Property of the complete and complete and Customer rules and acquired the Day Resident and Resident and Customer rules and the resident and the rules of the Resident and the Resident and Reside
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- 12 Interests of any one put the Congain is performing Services under the Agreement is the Residents Properly the Cotopally shall contrain at the wise spot and agreement, isobity missioned to required by law, is bailed, exchain compensation shown an equality by the applicable lower of the Sales of Portion. Company has most the agree treatment missions down agreement any overheaders of general access to self-insurance. During and throughout the Term or this represent and unit as an expected populate to the Congain placement to the Agreement are paid in fig. the Collector shed mention is increased a possible to the Congain placement in the value of the Residential Properly and homogeners liability increases policy with mission and throughout \$3,500,000 cm Collector.
- 53. Assignment. The Customer may not passed the Agreement without the consent of the Company. A sale of the Agreement of the Property shall be incomed as an early immediate by Continuer unless Continuer screen in sering to an exaggraph of the Agreement of the purchases of the Residential Property.
- Decide Resolution, Governing Law, Venua and Waiver of Jury Tital. This Agriculture is set to surprise and covering to the law of the Section of Control of the provision of the Firm of the Bury action of providing arrived that of the Section of Court for the Firm Bury's Court for the Little of States District Court for the Southern District in Register. EACH OF THE PARTIES HERE BY INDOMINISTY, VOLUNTARRY AND INTERNOLOGY WANDES ARE REQUIRED THAT IN THE PARTIES HERE BY INDOMINISTY, VOLUNTARRY AND INTERNOLOGY WANDES ARE REQUIRED AND MAY UNITED THAT IS A THE SECOND WITH RESPECT TO ANY UTGATED UPON RELATING TO ARRIVED ON THE PARTIES ADDRESS OF DESCRIPTION STATEMENTS WHITHER CIPAL OF WIGHTEN, OR ACTIONS OF EITHER PARTIES OF DESCRIPTION STATEMENTS WHITHER CIPAL OF WIGHTEN, OR ACTIONS OF EITHER PARTIES.
- 15. Refices At money detection, offers or other witten commenciators request or permitted to be given particularly depending shall be in writing signed by the Party group puch spice and, shall be offer hand-detected, with on a settled mail return to and regarded at hard we overcold country to such Party's giffrest as addition obosis.
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Issued by: Tiffany Collen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective:

Original Sheet No. 9,849

### SCLAR POWER FACE ITES SERVICE AGREEMENT

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- Scape of Services. Congress will be sent provide property, and use and provide representations of the sent and other sent research and research and research and sent appropriate appropriate appropriate and sent appropriate appropri
- Equipment Maintenance: Alternations: Turning the Tierry, Company of all propries maintenance in the appropriate Equipment in accordance with providing the Accordance of the Company of the
- 5. Sustance Payments.
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Original Sheet No. 9,850

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- Great of Access, Call the Ariety great Company access to the Festily settings to some Corporary in Company is seen discretion to it invitation and plage the Equipment exist, majorish, other equipment and nature and to pail, constriction stew asted as a connection with the arginition or removel of the Equational, Numbered and provide martinitivity to the Equations a till provide my char surrice continueded or lameritary to parform under this Agricultural including organist distribution levels, opportunit and reach. In this years that Company of the side decreases, determines that are executed is necessary for the purpose of converting the European is, the declarate and then Contains shall blant Contains, at assessment in a military not reache is called un, on, over, under, through and across automorphise Facility to be standard by the Perces on the Company of controvery Zyro. Furthermore, Zieny synd creates un consider risk of democe of Intervito to the Economic law person or person is properly. Outside it with Company amendate ownered across to the Pauline to lake user actual as Greeney through appropriate in compared by the restriction of inversion broken the factor of the Appropriate of the Appropri to the Equipment location. Company what other is logal decounter of the recovery Access coolings. The Continue must also potent aboratorida morrogas extendinations, as obcassary to protect the Company a digit of Access Fail are to provide the above requirated documents in the manner set forth interior within proofs (SG) days of the date of this Agreement class per a melanda персо от Яка Адретияли и под висе 50-des денной с ресставой и этога ру Согарыну. Сили это адгова были ней выгласных with Company's right of access to the . Facility as instrumedly processing by Al Company's inside and installation of the Eparament, IA: Company's maintenance and in removal of Eparament, and this Company's performance of the Service
- Continuer Responsibilities. The Continue that the original of this side agreems to the original that you continue to remove of Equipment or in these gardens in the Equipment.
- Permits and Regulation Requirements. The Concern and be opposed to be observed in obtaining with the constraint with any vertex permits, welfor exproved their proper withorities required in being Customer's name in order for the Continue for resolve the Sankie Cash hardy speed to concernit with the other Party and to sould the other field in obtaining any required permits.
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Original Sheet No. 9.851

## (Comment from Sheet No. 3 850)

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- (b) Lies, Custom tree ship the Egyptian tree fore any sous by this packet Custom shall provide treety token of Company's life and ownership of the Egyptian to at pictors that may come to have an extreed any service the Factor.
- Fire of Loss in Engineering (Customer Responsibility): CLETCHIER SHALL REAR ALL RISK OF LOSS OR DIRMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGIENCE WILLFUR MISCONDUCT OR GROSS NEGLIGIENCE OF CUSTOMER. ITS EMPLOYEES CONTRACTORS, AGENTS, INVITEES ARROW GUESTS, AND IN THE EVERT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT. OR BY THEIR PARTY CRIMINAL ACTS OR TORTHOUS CONDUCT THE CUSTOMER SHALL BE LIAR IF TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE LINDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 1000 OR UNITED BAY OTHER AVAILABLE INSURANCE OF CUSTOMER ICCULLISTINGLY, A CUSTOMER CASUALTY LAND.
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- 19 Assignment Names the Agreement has the Service, not may drift interest or light him according to be introduced to be a property of any Countries we can Company's timer written approare. Supporte will graphed enters notice to Company of a prospective side of the less property upon which the Egypterial is installed. At each light the part of the side of supported is installed and the side of the side of supported is installed authorise of the Agreement entering Section 6.0 Company Countries in the side of the Agreement entering Section 6.0 Company Countries in the side of the Agreement entering Section 6.0 Company Agreed in withing the company of the Agreement by Company agreed in withing the company of the Agreement by Company agreed in withing the company of the Agreement to the purchaser of the road experts.
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Original Sheet No. 9 866

Flord Fourth Revised Sheet No. 9,870 Cancels ThirdSecond Revised Sheet No. 9,870

New Load established in Commondate Court of Service or Industrial space that has been varient for some than shy months  CLSTOMER NAME.  ADDRESS  TYPE CV [INSTRIKES].  The Claderia furctor agrees as follows:  with		nic Development Rider - EFFDR re Agreement
ADDRESS TYPE OF JUSTICES. The Cladefield service in a contently secure building or other facility and cruste additional Seed of at least 350 kW of imagend dame full-fining jobs.  J. That the quantity of new is expanded lead shall bekW of Demand.  J. The source of this new or expanded lead shall bekW of Demand.  J. The source of this new or expanded lead is  J. The source of this new or expanded lead is  J. The source of this new or expanded lead is  J. The source look will be served with existing facilities or that costomer has part, or agrees to pay, any contributions in aid of construction or guarantees for any additional facilities that may be required.  J. To instante service under the Rider on, and terminals service under this Rider on, and terminals service under this Rider on  This shall constitute a period of five years.  O. To provide verification that the availability for this Rider is a significant factor in the Customer's location/cognision decision.  J. Ha change in expressing occurs after the Customer contracts for service under this Rider, the successor Lieuterium may be allowed to faifful the balance of the contract under Rider EFEDR and continue the schedule of crothes.  E. To provide verification that there is no efficiency with the price occupant.  Signal	New Louis established in Communical Control Service or	Industrial space that has been varient for more than six months
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FLORIDA POWER & LIGHT COMPANY  Total  Dec	to fulfill the balance of the contract under Rider EFEDR and contr	nue the schedule of credits:
PEDRIDA POWER & LIGHT COMPANY  Dec.	<ul> <li>To provide verification that there is no affiliation with the</li> </ul>	the price occupant.
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Issued by: S. E. Hamig Tillany Cohen, Sanise Director, Regulatory Raise, Cost of Service and St sirms Effective: Judy 26, 2011

Fourth Revised Sheet No. 9,910 Cancels Third Revised Sheet No. 9,910

	FPL ACCOUNT No			
	FPL PREMISE No.			
STANDBY AND SUPPLEMENTALS	ERVICE AGREEMENT			
This Agreement made this	y and between, the encourage and unique.  Benda, undFLOREDA POWER & LIGHT COMPANY, for recovers undersigns themselve called "the Company").			
WITNESSET	i			
WHEREAS, the Customer is required, or law requested, to take elec- currently providing electric Standby and/or Supplemental Service, as defined of this Agreement, and	tric Standby and/or Supplemental Service, or the Company is by Rate Schodule SST-1, marked Exhibit "A", and made a part			
WHEREAS, the Company is willing to provide, or to continue to person and conditions specified bettern.	sovide, such Standby and/or Supplemental Service under the			
NOW THEREPORE, for and in consideration of the mutual coverage and agree as follows:	is and agreements herein set finish, the piction hereto occurrent			
<ol> <li>Standby Service will be rendered in compliance with all terms are "A.", and Supplemental Service will be initially billed under Rate schedules are attached horsts and made a part of this agreement, a time by the Florida Public Service Commission.</li> </ol>	I conditions set forth in Rate Schedule SST-1, marked Exhibit Schedule , marked Exhibit "B", both any soccessor schedule which may be approved from time to			
2. The Customer agrees to the following for purposes of applying Rate:	Schodule SST-1 to Company supplied service:			
(a) The initial Contract Steadby Dennaid is kw, we lay the Customer's generation kw, less the amount Company in the event of an outage of the Customer's steadby Dennaid shall not exceed the Customer's installed a	tish is defined as the highest amount of Customer loadeerved of Customer's load which would not have to be served by the procession equipment, procession capacity and shall not by less thate zero.			
	amount of Customer load served by the on'agenmatics.			
Contract Stanilly Demand =	MINUS			
Anous	t of Customer's load which would not have to be by the Company in the event of an outage of the on's government equipment			
This Contract Starolby Dorsand will not be loss than the store the current accept or prior 23 month period last the current served by the Company in the event of an outage of the Contract	wolfed show as Continue's load which would not have to be or's generation equipment.			
A Customer's Contract Standby Domaid may be re-established to allo	w for the following adjustments:			
resistance; of  2. Demand reductions resulting from the installation of other pe	and Side Management Measures of FPL Research Project efficiency countert and quantifiable efficiency measures, upon verification by			
<ol> <li>Permanent charger to exercise facilities that result in a permanent less of electric lend, including any flad cubritation resulting in permanently reduced electricity communication, upon verification by FPL.</li> </ol>				
The re-entablished Centruct Standby Denund shall be the higher of period following the Contract's written request in the prior Contract to re-entablish the Contract Standby Demand may be processed up t installed or where the same efficiency resource is naturalled in phases.	t Standby Demand minur the calculated demand reduction. Requests			
(b) The amount of load which would not have to be served by the Co- generation equipment.	reparts in the event of an outage of the Chatomer's			
i)Must be demonstrated to the Company's satisfaction when initia	illy established.			
(Continued on Sheet No	, 4.911)			

Issued by: S. F. Romig, Director, Rates and Tariffs Effective: December 7, 2006

Fifth Revised Sheet No. 9.911 Cancels Fourth Revised Sheet No. 9.911

(Continued from Sheet No. 9,910)

- ii) Is subject to periodic verification by the Customer upon request by the Company. If the Customer fails to confirm that the load not served by the Company is equal to that set forth in 200, then, at the option of the Company, the load set forth in 200 will be adjusted in the current and subsequent billing months to the level which was demonstrated.
- (c) The minimum normal operating level of the Customer's generation equipment is \_\_\_\_ JtW. Standby Servicecom only he provided when the Cantomer's generation to less than this specified amount.
- 3. (a) Customers desiring to operate any electric generating equipment in parallel with the Company's system shall be responsible for providing the Company with the recessory information like the evaluation of each interconnected operation. In the event that the generating facility or facilities move(s) like criteria for "qualifying facility" status contained in Eule 25-17.086, F.A.C., then the parties' interconnection agreement entered in accordance with Eule 25-17.087, F.A.C., shall govern all sepects of interconnected. operations. The Company shall not be impacred to permit the parallel operation of any generating equipment that does not meet qualifying facility status criteria.
  - (b) The Customer shall be responsible for costs associated with interconnection equipment used to operate the generating facility either in parallet with the Company's system as specified in the interconnection agreement, or in solidation from the Company's system, including, but not limited to, responsibility for the cost associated with modifying, providing, operating, replacing, resistaining and removing all necessary lines, substations, transformers, switching and protective facilities and other equipment necessary to utilize the electric service delivered becounder.
  - (c) Any arrangement for power deliveries by the Customer into the Company's system shall be the cosponsibility of the Customer; the Company shall review and evaluate each request on a case-by-case basis. The Company shall not be responsible for accepting such deliveries of power unless the Customer has entered into an interconnection agreement.
- 4. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall be responsible for ensuring sufeguards, which are considered adequate by the Company, to the Company's system including but not limited to the Company's customers, personnel and equipment, Solicat to socious 2.7 Induments to Company, or rectors 2.71 Induments to Company Covernments, FPL's General Rules and Regulations, the Customer shall indumently and were the Company Installers from any and all slatines, sorts, or expense for loss, descript, or supply to personnel represent or property for limit the Covernment of t (including the Customer's generation system and the Company's system) caused by or resulting from:
  - (a) Any act or contractors by the Customer, or Chitomer's contractors, subcontractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection.

  - with the Compuny's system.

    (b) Any defect, failure of, or fault related to the Customur's generation system;

    (c) The Customer's negligence or negligence of the Customur's contractors, subcontractors agents, sorvants and employees
  - (d) Any other event or act that is the result of, or proximately caused by, the Customer's facility.
- 5. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system. The Customer shall deliver to the Company at least fifteen days prior to the start of any interconnection construction, accrificed copy or daplicate original of a liability insurance policy instant by a mutually acceptable insurance company authorized to do business in the State of Florida. Sobject to section 2.7 Indemnity to Company or section 2.71 Indemnity to Company— Covernmental, FPL's General Bules and Regulations, this policy shall jointly protect and indemnify the Customer and the Company, its officers, employees, and representatives against all liability and expense as a result of claims and entiring injuries or damages to persons in property arising out of the interconnection with the Customer, or caused by operation of any of the Customer's equipment or by the Customer's failure to maintain its famility's equipment in entirialistic and safe operating condition.

The policy providing such coverage shall provide public liability insurance, including property durage, in an amount not less than 5 — for each occurrence. Observmental entities suffering under Borida or federal law to be self-insured, in loss of providing evidence of adequate communical insurance, have the option of providing to the Company evidence that the applicant has exhibited in adequate self-insurance plan to cover the obligations of instructionance inferenced herein, and shall, upon request, provide such other information as the Company and coloring and relevant. In addition, the above required policy or self-insurance plan, if applicable, shall be undersed with a provision whereby the insurance company or governmental entity will notify the Company at least thirty days prior to the effective date of concellation or material charge in the policy or plan.

In addition to the minimum coverage outlined above, the various commercial general liability instance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability instance policies, and/or information regarding the self-instance plan, available for importion by FPL's Risk. Management Department within fifteen (15) days of a request therefore. Any importion of such plans or policies shall not obligate FPL to above the Customer of any deficiencies in such plans or policies, and such importion shall not observe the Customer's obligators for such as a subject of the Customer's obligators for manufactures.

The Customer shall pay all premiums and other charges due on said policy and keep said policy in force during the entire period of interconnection with the Company.

(Continued on Short No. 9.912)

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

Effective: December 7, 2006

Fifth Revised Sheet No. 9.912 Cancels Fourth Revised Sheet No. 9.912

(Continued from Sheet No. 9.911)

6. The Customer will allow the Company to make all necessary arrangements to meter (3) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) throughoutly and energy explicit to the Company by the Customer's generation equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintenance costs naturated by the Company for themselving equipment required in (2) and (2) described above. The Company shall retain overseaship of all materiageographent.

Where the Customer and the Company agree that the Customer's service experiences are totally standily or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gives demand and energy output of the Customer's generation equipment provided that where only standily service is taken. (1) the Customer and the Company agree to the maximum amount of standily service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own scattering as is necessary to persuit maryus and reporting of the load and taken characteristics of Standily and Supplemental Service.

- 7. The initial term of this Agreement is for a period of five years from the Company at least five years written notice sent by certified sual before the Centoner may transfer from service under thate Schedule SST-1 to envice under any other applicable rotal rate schedule. Transfers, with less than five years written notice, to an applicable rotal rate schedule may be permitted if it can be shown that such transfer is in the best interests of the Contoner, the Company, and the Company's other interpayers.
- 8. A new Standby and Supplemental Service Agreement may be executed (1) in the event there is an income in the Customer's generating facilities prior to the end of this Agreement or (2) it is mutually agreed between the Company and the Customer.
- All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified
  mult to the parties designated below. The parties designate the following to be notified or to whom payment shall be cent
  until such time as either party furnished the other party written instructions to contact another individual.

For CUSTOMER: For FPL

- 10. This Agreement supervises all previous agreements or representations, either written, webul, or otherwise between the Customer and the Company other than an interconnection agreement, with respect to Stunding and/or Supplemental Service and the meters contained began and constitutes the entire Agreement between the parties. In the event of a conflict between this agreement and an interconnection agreement, the interconnection agreement shall prevail.
- This Agreement is subject to the Company's effective "General Rules and Regulations for Electric Service" and the Rules of the Florida Public Service: Commission.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed the day and your set above.

Content (Post or type name of Cogmunitation)

By:
Signature (Authorized Representative)

(Print or type name)

(Print or type name)

Title:
Title:

FLORIDA POWER & LIGRIT COMPANY

By:
(Signature)

(Print or type name)

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

Effective: December 7, 2006

Changes and Terms Accepted:

Fifth Revised Sheet No. 9,926 Cancels Fourth Revised Sheet No. 9,920

						FPLACCOUNT	No	
						FPL PREMISE	No	
		INTERRU	TIBLESTANDI	NY AND SE	PPLEMENTAL SERVI	CE AGREEMENT		
Thi	r Agreement )	ir made this	day of		, by and between			
		Conc	ALC: LATER VALUE	C REPUBLISHED	A TORIT AVAINABLE OF		alled "for Curtomer"), located under the laws of the State of	
Florida da:	comulter outle	d "the Company").		IN RATIFICIAL	SCHAMEL COMPANY (1/K)	expensioner organization	ments and result of the State of	
100	725942555504				NESSETH	and the second	LI LI WALLE	
					opensed honin, the Comp	Commission of	The same of the same of the same of	
	beingtible be modified and agrees to be modified made as into	Standby and Sup from time to time hat, whenever sufer from time to time spral part of this Ag	plemental Service by the Florida Pai vesce is made in th A copy of the C postured.	Scheibbe IS tite Service to Aggresses oregony's pa	ST-1 (heroinafter called "5 Commission thereinafter of it to Schuhlin DST-1, both mently approved Schuhlin	Schedule ISST-1") us alled the "Commission parties intend to refer ISST-1 is attached by	conditions of the Company currently approved or as may c'). The Carterior understand to Schodule TST-1 as strong note as Exhibit A and hereby	
2.	The Conque	ny and the Con- Rule 25-6.0438, I	A.C., Non-Fam I	chedide 205 Bostric Servi	T-1 may be modified or or - Turns and Conditions	withdrawn subject to or any other Commis	determinations made unde sign determination.	
3.	The Curlon	ve agrove to the fid	kreing fis purpow	e of applyin	g Schodule ISST-1 to Com	pany supplied service:		
	the Clai	(a) The initial Contract Standby Demand is the Contractor generation, in the event of an orthogo of the Contract's generation equipment, in the event of an orthogo of the Contract's generation equipment, into exceed the Contract's partial of generation expects and shall not be less than one.						
			CONTRACTOR STATE		ert amount of Cautomer le omer's generation	nal served by the		
		G000000000			MINUS			
		Contact Stee	By Denund =	tare of a	out of Customer's load to be served by the Comp is outage of the Customers	pasy in the event		
	contend	month or prior 21	month period loss	the moonet			tener's generation during the last base to be aeread by the	
	A Curt	onser's Contract St.	edy Dead no	y be ne-cetal	dished to sllow for the follo	wing adjustments		
	2. D 3. de	ementos, or remaid erdoctiona FPL er connecte changes	resiting from the to customer facilit	installation	of other permanent and qu	mitfuble efficiency in	<ol> <li>Research Project officiency marten, upon verification by my fiel substitution resulting</li> </ol>	
	period 5 Regraem	idlowing the Cost to re-establish the	onser's written our Contract Standby	part or the Demmd n	prior Contract Standby I	demand minor for o	colculated as the next talling sterilated. Account reduction than more than one efficiency	
		(b) The amount of local which would not have to be served by the Company in the event of an outage of the Customer's generation equipment.						
	0 86	art by skinonetiate	te the Company's	ntelistics	when initially artifiched.			
			W	Continued or	s Short No. 9.921)			

Issued by: S. F. Romig, Director, Rates and Tariffs Effective: December 7, 2006

Third Revised Sheet No. 9.921 Cancels Second Revised Sheet No. 9.921

(Continued then Short No. 9-920)

- ii) Is subject to periodic verification by the Customer upon request by the Company. If the Customer fails to confirm that the load not served by the Company is equal to that set forth is 2(s), thus, at the option of the Company, the load set forth in 2(s) will be adjusted in the current and subsequent billing morella to the level which was demonstrated.
- 4. The Customer agrees to a "Firm Standby Demand" level of \_\_\_\_\_\_ bw during the portical when the Company is interrupting the Continuer's service. This "Firm Standby Demand" level shall not be encouled during periods when the Company is interrupting lead. Upon mortual agreement of the Company and the Continuer's Evel Standby Demand may subsequently be raised or lowered, so long as the change in the "Firm Standby Demand" level is not a result of a transfer of load from the interruptible portion of the Customer's load. The Continuer's load. The Continuer's load.
- 5. The Customer will allow the Company to make all necessary arrangements to maker (1) the amounts of demand and energy supplied by the Company, (2) the garen demand and energy output of the Customer's generation opaquement to the load served by the Customer and, if the Customer is intercommented and operating obstace generating equipment as parallel with the Customer's system, (3) the capacity and energy supplied to the Company's system; the Customer's generation equipment. The Company shall provide and the Customer shall be imprired to just the installation, operation and maintainance costs increased by the Company for the matering equipment required in (2) and (3) described above. The Company shall enter overentlep of all naturing equipment.

Where the Customer and the Company agree that the Customer's service requirements are totally stundby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and samply contact of the Customer's generation opagement perceited that where only standby service is taken, (1) the Customer and the Company agree to the maximum amount of standby service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is incomeny to permit analysis and reporting of the load and usage characteristics of service provided pursuant to Schedule SST-1.

- 6. Prior to the Customer's prompt of service under Schedule ISST-1 the Customer must provide the Company across to import any and all of the Customer's antermptible equipment, and must also have received approved from the Company that and equipment is satisfactory to interrupt the Customer's both. The Customer shall be expected for meeting any applicable electrical code standards and legal requirements perhansing to the installation, maintenance and repair of the equipment. The Customer shall be expected for maintaining the Customer's interruptible apartment and shall provide the Company accuse at any examinist time to suspect the condition of the equipment for purposes of determining whether the interruptible apartment is interfactory to interrupt the Customer's microglible load. It is expensive another than the initial approval and later impectodes by the Company are not for the purpose of, and are not to be inhed upon by the Customer for, determining whether the interruptible equipment has been adequately maintained or in its compliance with any applicable electrical code standards or legal registrements.
- T. Upon completion of the installation of the interruptible equipment, a test of this equipment will be conducted at a time and data mutually approache to the Company and the Castomer. The test will consist of a period of interruption of not less than one hour. Effective spoo the completion of the testing of the interruptible acquipment, the Customer will agree to a "Firm Standby Demand". Service under Schedule ISST-1 manufer commence prior to the recoverful empletion of the test.
- 8. In order to minimize the frequency and duration of interruptions under Schedule BST-1, the Company will attempt to obtain managed available additional capacity and/or energy and/or the Contrasty of Service Provision in Schedule BST-1. The Company's obligation is this regard is to different than its obligation in general to practice power to serve its Customers during a capacity distribute, so other words, the Company is not obligated to account for or otherwise reflect in its generation and transmission planning and construction the possibility of providing exposity and/or energy under the Continuity of Service Provision. Continuers recovering service under Schedule ISST-1 may obed to continue taking survice under the Continuity of Service Provision, and it will be provided only if such capacity and/or energy can be element by the Company and can be transmitted and distributed to non-firm Continuers without any impairment of the Company's system or survice to other firm Continuers. The Continuers glasses, but the Company's patient or survice is often firm Continuers may construct glass a specified alternative by providing written action to the Company parameter to the guidedness of forth in Schedule ISST-1. The Company's obligations under this paragraph 8 are subject to the terms and conditions specifically set Sortice Schedule ISST-1.
- The Casterner agrees to be suppossible for the determination that all electrical equipment to be interrupted in in good sepair and working condition. The Company shall not be responsible for the requir, maintenance of replacement of the Contonest's equipment.
- 10. (a) Customers dening to operate any electric generating equipment in parallel with the Company's system shall be responsible for providing the Company with the necessary information for the evolution of such interconnected operation. In the event that the generating facility or facilities morely) the criteria for "qualifying facility status contained in Rule 25-17-080, F.A.C., then the parties' interconnectem agreement entered in accordance with Rule 25-17-087, F.A.C. shall govern all aspects of interconnected operations. The Company shall not be required to perate the parallel operation of any generating equipment that does not neset qualifying facility status criteria.

(Continued on Short No. 9 922)

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

Effective: December 7, 2006

Sixth Revised Sheet No. 9.922 Cancels Fifth Revised Sheet No. 9.922

#### (Continued from Short No. 9.921).

- (b) The Customer shall be responsible for costs associated with interconnection equipment used to operate the generating facility either in possible with the Company's system as specified in the interconnection agreement, or in solution from the Company's system, including, but not limited to, respectability for the cost associated with modifying, providing, operating, replacing, maintaining and removing all necessary lines, substations, transformers, switching and protective facilities and other equipment accessary to utilize the electric service delivered beganned.
- (c) Any armogenest for power deliveries by the Customer into the Company's system shall be the susponsibility of the Customer, the Company shall review and evaluate each request on a case-by-case basis. The Company shall not be responsible for accepting such deliveries of power values the Customer has encoved into an introduceaction agreement.
- 11. When the Customer's power supply is to be opicated at any time in purallel with the Company's electric system, the Customer shall be responsible for ensuring safeguards, which are considered adequate by the Company, to the Company's system including but not limited to the Company's customers, personnel and epispenent Subject to section 2.7 Indometry to Company, or section 2.71 Indometry to Company Governmental, FPL's General Rules and Regulations, the Customer shall indennily and save the Company harmless from my and all claims, costs, or expense for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by or multing from:
  - (a) Any act or omission by the Castoner, or Customer's contractors, subcontractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's proteon.
  - (b) Any defect in, fullare of, or fault related to the Curtomer's generation system;
  - (c) The Customer's negligence or negligence of the Customer's contractors, subcommotors agents, servants and employees or,
  - (d) Any other event or act that is the result of, or personately coused by, the Customer's facility.
- 1.2. When the Customer's power supply to to be operated at any time in parallel with the Company's electric system, the Customer shall deliver to the Company, at least fifteen days prior to the start of any interconnection construction, a certified copy or deplicate original of a liability insurance policy issued by a methally acceptable insurance company authorized to do business in the State of Florida. Subject to section 2.7 Indomery to Company, or section 2.71 Indomery to Company Governmental, EPL's General Rules and Regulations, this policy shall jointly protect and indomnify the Customer and the Company is officer, employees, and representatives against all liability and expense as a result of claims and suits for injuries or damages to persons or property arising out of the interconnection with the Customer, or caused by operation of any of the Customer's equipment or by the Customer's failure to maintain its facility's equipment in satisfactory and sele operating condition.

The policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than 5. for each occurrence. Governmental entities authorized under Florida or federal law to be self-insured, in less of providing evidence of adequate commercial insurance, how the option of providing to the Company evidence that the applicant has antiblished an adequate self-insurance plan is cover the obligations of instructions referenced herein, and shall, upon request, provide such other information as the Company may down necessary and relevant. In addition, the above required policy or self-insurance plan, if applicable, shall be endorsed with a processor whereby the insurance company or governmental entity that the first twee prior to the effective data of cancellation or material change in the prolicy or plan.

In addition to the minimum coverage outlined above, the various commercial general liability insurance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or information regarding the self-insurance plan, evaluable for inspection by FPL's Mask Management Department within 6ffeon (15) days of a request therefore. Any inspection of such plans or policies shall not obligate FPL, to advise the Customer of any deficiencies in such plans or policies, and such impection shall not relieve the Customer from, or be deemed a waiver of, FPL's right to involve on sinct fulfillment of the Customer's obligations hereunder.

The Controver shall pay all premiums and other charges due on each policy and long each policy in force during the entire period of interconnection with the Company

- 14. If the Customer to larger visites to receive any type of electric service than Company, the Customer may terminate this Agreement by giving thirty (OO) days advance written notice to the Company.

(Continued on Short No. 9.923)

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

Effective: July 1, 2006

Fifth Revised Sheet No. 9.923 Cancels Fourth Revised Sheet No. 9.923

(Continued from Sheet No. 9.922)

- 15. If the Customer has entered into a contractual agreement to self firm capacity and energy from the Customer's generation to the Company, and the Customer caused restart its generation equipment without power supplied by the Company, the Customer must receive Standby and Supplemental Service under the Company's Schedule SST-1.
- 16. The Company may terminate this Agreement at any time of the Costoner fails to comply with the terms and conditions of Schedule ISST-1 or this Agreement. Prior to any such termination, the Company shall notify the Customer at least mostly (90) days in advance and describe the Customer's failure to comply. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or finds to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the mouthly billing under the Schodule ISST-1, bill the Customer under the offserwise applicable farm service rate schedule and apply the intelling and penalty provisions enumerated under TERM OF SERVICE in Schedule ISST-1.
- 17. A new Interruptible Standby and Supplemental Service Agreement may be executed (1) in the event there is an increase in the Customer's generating capacity prior to the end of this Agreement or (2) it is mutually agreed between the Conquery and the Customer.
- .18 The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of an asternaption of electric service pursuant to the terms of Schedule (SST-1 by remote control or otherwise.
- 19. This agreement may not be assigned by the Customer without the prior written consent of the Company.
- 20. All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mult to the parties designated below. The parties designate the following to be notified or to whom payment shall be sent until such time as either party furnished the other party written instructions to contact another individual.
- 21. This Agreement supersedus all previous agreements or representations, either written, vorbal, or otherwise between the Customer and the Company other than an interconnection agreement, with respect to Interruptible Standby and/or Supplemental Service and the matters contained herein and constitutes the entire Agreement between the parties. In the event of a conflict between this agreement and an interconnection agreement, the interconnection agreement shall prevail.
- This Agreement is subject to the Company's effective "General Rules and Regulations for Electric Service" and the Rules
  of the Florida Public Service Communico.

IN WITNESS WHEREOF the Customer and the Company have caused this Agreement to be executed by their duly authorized officers as of the day and year set above.

Customer (Frint or type name of Organization)	FLORIDA POWER & LIGHT COMPANY
By Signature (Authorized Representative)	By(Signature)
(Print or typemans)	(Fruit or typerame)
life	Tide

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

Effective: July 1, 2006

Sixth Revised Sheet No. 9.930 Cancels Fifth Revised Sheet No. 9.930

# MEDICALLY ESSENTIAL SERVICE - TERMS AND CONDITIONS

In order for Florida Power & Light Company to determine whether a customer is eligible for designation as a Medically Essential Service ("MES") Customer, Part A must be completed and signed by the Customer and the Patient or Guardian (if other than the Customer). Part B is to be completed by the Patient's physician and the entire form consisting of both Part A and Part B returned directly to FPI...

To the best of my knowledge and belief, the Patient identified in Part A of the application is medically dependent on electric-powered equipment that must be operated continuously or as circumstances require as specified by the Patient's physician to avoid the loss of life or immediate hospitalization. The Patient is a permanent resident at the Service Address identified above. I agree to notify FPL when this equipment is no longer in use. FPL has fully explained how my account will be handled regarding any collection action due to non-payment of the bill. I understand that FPL does not guarantee uninterrupted service or assign a priority status to my account for service restoration during outages. I understand that I must be prepared with backup medical equipment and/or power and a planned course of action in the event of prolonged outages. I agree that FPL, upon request of federal, state, or local governmental authorities whose duties or functions include emergency response or disaster relief or prevention, or private entities authorized by congressional charter to assist in disaster relief efforts, may disclose to such requesting entity the following MES information: the MES Customer name and service address. However, I also understand that FPL may not receive any such requests for this MES information and that FPL has no obligation to release this MES information to any such entity. In order to be excluded from the disclosure by FPL of the MES information on this form, I must contact FPL to request a Notice of Exclusion From Disclosure. The Notice of Exclusion From Disclosure must be returned to FPL, as provided with the Notice of Exclusion From Disclosure, and will be effective upon FPL's receipt of such properly completed Notice. If I wish to ensure that the MES and/or any additional information regarding the Patient's condition is furnished to any such entity, I will contact the relevant authorities and provide the MES and/or additional information myself. I agree to hold FPL harmless from any claim based on or related to the disclosure of my information by or to FPL, or any failure of FPL to disclose the MES information whether advertent or inadvertent and whether or not the MES information was requested.

WARNING - PART A - CUSTOMER APPLICATION: Knowingly making a false or minleading statement in completing the Customer Application could result in the denial or termination of the medically essential service certification.

This certificate shall be deemed valid for a period of twelve (12) months form the date the certificate is accepted by FPL for purposes of determining that a customer qualifies as a Medically Essential Service Customer within the meaning of Section 1.65 of the Company's General Rules and Regulations for Electric Service, or that such designation should be renewed. FPL reserves the right to verify the accuracy of the information provided on this Physician's Certificate.

(continued on sheet No. 9 931)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: May 17, 2018

First Revised Sheet No. 9.931 Cancels Original Sheet No. 9.931

	(Continued from sheet 9.930)
y	PART A: CUSTOMER APPLICATION
FPL Account No :	
Pustomer Nume:	
Service Address:	
City, State, Zip	
	( ) and for ( )
771	Patient's Physician:
	Lagree to Terms and Conditions
Costomer Signature	Date
Patient Countien Signature	Date
P	ART B: PHYSICIAN'S CERTIFICATE
Physician's Name:	Physicism's License #:
Physician's Address:	
[Name of ph	
efectoids if	[Name of pattern]
mar jours at a	[Patiene's place of residence]
equipment as follows that must be of his/her life or serious medicul.compli	lted with me within the past 12 months, and depends upon electric-powered perated continuously or as circumstances require in order to avoid the loss of cations.
	ours within each twenty-four (24) hour period. The following medical condition is the continuous or specified use of this equipment.
Physician's Signature	Defc:
WARNING – PART B – PHYSICL physician is a violation of s. 458.3311 penalties and /or enforcement.	AN'S CERTIFICATE: False certification of medically essential service by a 1100 or x 459:015(1)(0). Fla. Stat. and constitutes grounds for discipline.

Issued by: Tiffany Cohen, Director, Rates and Tariffs Effective: May 17, 2018

Original Sheet No. 9.932

of service to a different	t service address and	d/or a different FPL Acc	
-4800	MEDICALLY ES	R & LIGHT COMPAN SENTIAL SERVICE ION FROM DISCLOS	Mile September
Date		count No.:	S-20.00
Customer Name:	7,717.00	stomer Number:	
Service Address:	4,000,000		
City, State, Zip:			
	ione Nos.: ( )	Patient's Physician:	
agency(les) will <u>not</u> have my electric service spec			tial service designation for
ensure that information service is furnished to a information myself. I agr lack of disclosure of m	regarding the medic any such entity, I will ree to hold FPL harm my information inclu- lisclosure to such re-	ally essential service of a contact the relevant a dess from any claim be ding any personal injur questing entities for the	esignation for this electric uthorities and provide the ised on or related to the y or harm that may be a e purpose of emergency
ensure that information service is furnished to a information myself. I agri lack of disclosure of m result of this lack of di	regarding the medic any such entity. I will ree to hold FPL harm ny information inclu- isclosure to such re- citef or prevention.	ally essential service of a contact the relevant a diess from any claim but ding any personal injur	esignation for this electric uthorities and provide the ised on or related to the y or harm that may be a
ensure that information service is furnished to a information myself. I agr lack of disclosure of m result of this lack of di response or disaster re	regarding the medic any such entity. I will ree to hold FPL harm ny information includi isclosure to such re- elief or prevention.	ally essential service of contact the relevant a dess from any claim but ding any personal injur questing entities for the Date	esignation for this electric uthorities and provide the ised on or related to the y or harm that may be a e purpose of emergency

Issaed by: S. E. Romig, Director, Rates and Turiffs Effective: June 29, 2004

Second Revised Sheet No. 9.946 Cancels First Sheet No. 9.946

# FLORIDA POWER & LIGHT COMPANY

1.2 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the fourth anniversary of the In-Service Date ("Expiration Date").  ARTICLE II - PERFORMANCE GUARANTY AMOUNT  2.1 The amount of the Performance Guaranty is the total cost of facilities to be installed to serve the Premises, as estimated by Company, less the amount of Contribution In Aid of Construction paid, if any, by the Applicant pursuant to	This Performance Guaranty Agreement ("Agreement"), made this	day of
Whereas, in connection with the property located at	(hereinafter "Applicant") and FLORIDA FOWER & LIGHT COMPANY, a co	eporation organized and existing under
Plorida (the "Premises"). Applicant has requested that Company install electric infrastructure in order to provide electric service to the Premises.  Whereas, Applicant's estimate of the electric power needs of the Premises will require an expansion of Company present electric system and, due to their nature, location, voltage, or other characteristics, the requested facilities are noticely to be required by other customers within five years following the requested date for the proposed system expansion.  Whereas, because of the uncertainty that Company will failly recover its investment in such infrastructure expansion should the Customer's projected load not materialize and the need to avoid placing the burden for those coron Company's other customers, and  Whereas, Applicant is willing to provide assurance that Company will recover its investment in the expansion Company's electric system based on Applicant's projections in the event that sufficient revenue from service to it Premises is not realized.  New, therefore, in recognition of the foregoing premises and in consideration of the covenants and promises forth herein below. Company and Applicant do hereby agree as follows:  ARTICLE I - DEFINITIONS  1.1 "Base Revenue" is the portion of electric revenue received by Company during the Performance Guaranty Period for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges, and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity payment, customer, conservation, environmental, and fuel charges, franchise fees, and taxes.  1.2 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the fourth anniversary of the In-Service Date ("Expiration Date")  ARTICLE II - PERFORMANCE GUARANTY AMOUNT  2.1 The amount of the Performance Guaranty is the total oset of faci	WITNESSETIE	
present electric system and, due to their nature, location, voltage, or other characteristics, the requested facilities are in likely to be required by other customers within five years following the requested date for the proposed system expansion.  Whereas, because of the uncertainty that Company will fully recover its investment in such infrastructure reparation should the Customer's projected load not materialize and the need to avoid placing the burden for those cost on Company's other customers, and  Whereas, Applicant is willing to provide assumance that Company will recover its investment in the expansion.  Company's electric systems based on Applicant's projections in the event that sufficient revenue from service to it fremises is not realized.  Now, therefore, in recognition of the foregoing premises and in consideration of the covenanta and promisest firsth herein below. Company and Applicant do hereby agree as follows:  ARTICLE I - DEFINITIONS  1.1 "Base Revenue" is the portion of electric revenue revenued by Company during the Performance Gustanty Period for electric service to the Premises consisting only of applicable base domained charges, base non-fuel energy charges, and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity payment, customer, conservation, environmental, and fuel charges, franchise foca, and taxes.  1.2 "Performance Gustanty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the fourth atmoversacy of the In-Service Date ("Expiration Date").  ARTICLE II - PERFORMANCE GUSTANTY AMOUNT  2.1 The amount of the Performance Gustanty is the total cost of facilities to be spatialled to serve the Premises, as estimated by Company, less the atmount of Ocertanty is the total cost of facilities to be spatialled to serve the Premises.	"Florida (the "Premises"). Applicant has req	uested that Company install electric
expansion should the Customer's projected load not materiable and the need to avoid placing the burden for those coron Company's other customers, and  Whereas, Applicant is willing to provide essurance that Company will recover its investment in the expansion Company's electric system based on Applicant's projections in the event that sufficient revenue from service to it Premises is not realized.  Now, therefore, in recognition of the foregoing premises and in consideration of the covenants and promis set forth herein below, Company and Applicant do hereby agree as follows:  ARTICLE I - DEFINITIONS  1.1 "Base Revenue" is the portion of electric revenue received by Company during the Performance Guaranty Period for electric service to the Premises consisting only of applicable base domand charges, base non-fuel energy charges, and facilities rental charges, if applicable. Base Revenue excludes, without limitation, espacity payment, customer, conservation, environmental, and fuel charges, franchise fees, and toxes.  1.2 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the fourth anniversary of the In-Service Date ("ExpirationDate").  ARTICLE II - PERFORMANCE GUARANTY AMOUNT  2.1 The amount of the Performance Guaranty is the total cost of facilities to be installed to serve the Premises, as estimated by Company, less the emount of Contribution In Aid of Construction paid, if any, by the Applicant pursuant to Company's General Rules and Regulations for Electric Service.	present electric system and, due to their nature, location, voltage, or other char	racteristics, the requested facilities are n
Company's electric system based on Applicant's projections in the event that sufficient revenue from service to 1 Premises is not realized.  Now, therefore, in recognition of the foregoing premises and in consideration of the covenants and promis set firsts herein below. Company and Applicant do hereby agree as follows:  ARTICLE 1 - DEPINITIONS  1.1 "Here Revenue" is the portion of electric revenue received by Company during the Performance Guaranty Period for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges, and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity payment, customer, conservation, environmental, and fuel charges, franchise fees, and toxes.  1.2 "Performance Quaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the fourth anniversary of the In-Service Date ("Expiration Date").  ARTICLE II - PERFORMANCE GUARANTY AMOUNT  2.1 The amount of the Performance Guaranty in the total cost of facilities to be installed to serve the Premises, as estimated by Company, less the amount of Contribution In Aid of Construction past, if any, by the Applicant pursuant to Company's General Rules and Regulations for Electric Service.	expansion should the Customer's projected load not materialize and the need to	
ARTICLE I - DEFINITIONS  1.1 "Bese Revenue" is the portion of electric revenue received by Company during the Performance Guaranty Period for electric service to the Premises consisting only of applicable base domand charges, base non-fuel energy charges, and facilities rental charges, if applicable. Dase Revenue excludes, without limitation, capacity payment, customer, conservation, environmental, and fuci charges, franchise fees, and toxes.  1.2 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the fourth anniversary of the In-Service Date ("Expiration Date").  ARTICLE II - PERFORMANCE GUARANTY AMOUNT  2.1 The amount of the Performance Guaranty is the total cost of facilities to be installed to serve the Premises, as estimated by Company, less the seriount of Contribution In Aid of Construction past, if any, by the Applicant pursuant to Company's General Rules and Regulations for Electric Service.	Company's electric system based on Applicant's projections in the event the	
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for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges, and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity payment, customer, conservation, environmental, and fuel charges, franchise fees, and taxes.  1.2 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the fourth anniversary of the In-Service Date ("Expiration Date").  ARTICLE II - PERFORMANCE GUARANTY AMOUNT  2.1 The amount of the Performance Guaranty is the total cost of facilities to be installed to serve the Premises, as estimated by Company, less the amount of Contribution In Aid of Construction paid, if any, by the Applicant pursuant to Company's General Rules and Regulations for Electric Service.	ARTICLE I - DEFINITIONS	
service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the fourth anniversary of the In-Service Date ("Expiration Date").  ARTICLE II - PERFORMANCE GUARANTY AMOUNT  2.1 The amount of the Performance Guaranty is the total cost of facilities to be installed to serve the Premises, as estimated by Company, less the attrount of Constitution In Aid of Construction paid, if any, by the Applicant pursuant to Company's General Rules and Regulations for Electric Service.	for electric service to the Premises consisting only of applicable base demand that facilities rental charges, if applicable. Base Revenue excludes, without limitation,	rges, base non-fuel energy charges, and
2.1 The amount of the Performance Guaranty is the total cost of facilities to be installed to serve the Premises, as estimated by Company, less the amount of Contribution In Aid of Construction paid, if any, by the Applicant pursuant to Company's General Rules and Regulations for Electric Service.	service is installed and available to Customer, as determined by Company, ("In-S	
estimated by Company, less the emount of Contribution In Aid of Construction past, if any, by the Applicant pursuant to Company's General Rules and Regulations for Electric Service.	ARTICLE II - PERFORMANCE GUARANTY	AMOUNT
(Continued on Sheet No. 9 947)	estimated by Company, less the amount of Contribution In Aid of Construction pa	
	(Continued on Sheet No. 9 947)	

Issued by: S. E. Romig, Director, Rates and Tariffs Effective: May 26, 2009

First Revised Sheet No. 9.947 Cancels Original Sheet No. 9.947

# (Continued from Sheet No. 9.946)

Estimated total cost of facilities to be installed to serve the Premises
 Contribution In Aid of Construction (CIAC) paid by Applicant
 Performance Guaranty

The Applicant shall provide the above specified Performance Guaranty to Company prior to Company installing the facilities to ensure that the Base Revenue justifies Company's investment.

- 2.2 This Agreement does not apply in lieu of CIAC. Nothing in this Agreement shall be construed as prohibiting. Company from collecting from Applicant a CIAC for underground service, where otherwise applicable.
- 2.5 The facilities to be installed to serve the Premises, together with their estimated costs, are shown on Exhibit A of this Agreement.

#### ARTICLE III - PAYMENT AND REFUND

- 3.1 At Applicant's option, the Performance Guaranty may be posted with Company in cash, or may be secured either by a surety bond or irrevocable bank letter of credit in a form acceptable to Company. At the end of Performance Guaranty Period, or upon termination of service by Applicant, whichever is earlier, if the Base Revenue is less than the Performance Guaranty, Applicant shall pay to Company the Performance Guaranty, less the amount of Base Revenue.
- 3.2 If, during the Performance Guaranty Period, Base Revenue equals or exceeds the Performance Guaranty and Applicant secured the Performance Guaranty through a sarety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or cancelled, or the amount secured by such instrument shall be reduced by the amount of the Performance Guaranty, as applicable.
- 3.3 If the Applicant elects to post the Performance Guaranty in cash, the Company agrees on a monthly basis to reduce the Performance Guaranty cash balance by the amount of the previous month's Base Revenue charges and credit the same amount to Applicant's previous monthly electric service billing, until such time the Performance Guaranty cash balance is depleted.
- 3.4 In the event that Company's construction of facilities shown on Exhibit A commences but is not completed due to a change in Applicant's plans or other circumstances related to the Premises that are not within Company's control, or if twelve months following the offective date of this Agreement Company has been unable to complete the requested installation and provide an In-Service Date due to changes or delays in Applicant's schedule or plans, Company shall be immediately entitled to an amount of the Performance Guaranty equal to Company's construction expenditures incurred in connection with this Agreement. Thereafter, Company may elect to terminate this Agreement and the balance, if any, of the Performance Guaranty will be refunded if Applicant posted a cash Performance Guaranty.

#### ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall commence on the date first above written and end on the Expiration Date, or on the date Base Revenue equals the Performance Guaranty, whichever is earlier, unless terminated earlier pursuant to Section 3.04.

(Continued on Sheet No. 9.948)

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

Original Sheet No. 9.948

(Continued from Sheet No. 9.947)

#### ARTICLE V - FINAL SETTLEMENT.

Upon the termination or expiration of this Agreement, any portion of the Performance Guaranty not previously refunded or otherwise eligible for refund under the terms of this Agreement shall be retained by Company, and any remaining balance of the Performance Guaranty that is subject to a letter of credit or surety bond shall become immediately due and payable.

# ARTICLE VI - TITLE AND OWNERSHIP

Title to and complete ownership and control over the above-referenced expansion shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

# ARTICLE VII - ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, or representations, whether written or oral, between Company and Applicant, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties hereto.

# ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Applicant shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.

# ARTICLE IX - SUBJECT TO FPSCRULES

This Agreement is subject to the Rules and Orders of the FPSC and to Company's Electric Tariff, including, but not limited to the General Rules and Regulations for Electric Service (collectively "Regulations"), as such Regulations 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 Regulations, the provisions of said Regulations shall control, as they are now written, or as they may be hereafter revised, amended or supplemented, and, at Company's request, Customer agrees to conform this Agreement to such provisions, or enter into a new Agreement reflecting such provisions. This Agreement shall not be used in lieu of applicable requirements set forth in the Regulations pertaining to contributions in aid of construction, advances or deposits.

In Witness Whereof, Applicant and Company hereby have 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.

Applicant (Print/Type Name of Organization)	FLORIDA POWER & LIGHT COMPANY
By Signature (Authorized Representative)	By Signature (Authorized Representative)
(Print or Type Name)	(Print or Type Name)
Title:Title:	

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

Effective: March 30, 2004

Cancels Secured Familiary Revised Sheet No. 9,950

# PERFORMANCE GUARANTY AGREEMENT FOR INCREMENTAL CAPACITY

This Performance (Justiesty Agreement for Incommittal Capacity (Agreement') mode this day of 20 in by and between Thereinsfler "Applicant") and PLOWIDA DOWNS a: LIGHT COMPANY, a corporation organized and exercing under the laws of the State of Florida (hereinafter the "Economy")

#### WITNESSETTE

Whereas, in connection with the property located at \_\_\_\_\_\_, in \_\_\_\_\_, Florida (the "Premises"), Applicant has requested that Company install electric inflastructure in order to provide electric service to the Premises;

Whereas, Applicant's estimate of the electric power needs of the Premises will require an expansion of Company's present electric system to provide expansity above and beyond that which typically would be necessary for service to the Premises:

Whereas, because of the uncertainty associated with Applicant's projections of the electric power needs of the Premoses. Company may not fully recover its investment in such infrastructure expansion, thus potentially hurdening. Company's other electric customers, and

Whereas, Applicant is willing to provide assurance that Company will recover its investment in the expansion of Company's electric system based on Applicant's projections in the event that the estimated load at the Premises does not materialise:

Now, therefore is recognition of the foregoing premises and in annuderation of the coverants and promotes to forth herein below. Company and Applicant do hereby agree as follows:

# ARTICLE I. DEFINITIONS

- L1 "liast Revenue" is the portion of electric revenue received by Company for electric service is the Frentiscomenting only of applicable base demand charges, base consided energy charges, and facilities rental charges, if applicable Base Revenue excludes without lentation capacity payment, customer, conservations environmental, and find charges, franchise fees and taken.
- £2 Therefore Base Revenue is the estimated portion of Rese Revenue received during the Performance Charmy Period that Company attributes to Passeline Capacity. Baseline Base Revenue is unlended by multiplying the Baseline Capacity (as defined in Section (\_33) by the base demand charge and adding to that uncount the product of Daseline Capacity, actual and factor the number of hours in the hilling period, and the applicable base non-fine energy charge.
- 1.3 "Daseline Capacity", as determined by Company, is (a) the currently existing capacity where Company has as place facilities ready and available to provide electric service to the Premoses affect at a lower level of capacity then requested, or (b) the sensition of capacity tecessary to provide service to a more typical level of lend given the location and/or type of facility or building, where Company does not have in place facilities ready and available to provide electric services to the Premises.

(Continued vo. Stess No. 4931)

Issued by: Inflany Coben, Senior Director, Regulatury Bates, Cost of Service and Session S. F. Romin, Director, Butto and Cardio Effective: March 30, 1984

Cancels First Sevend Revised Sheet No. 9,951

(Continued from Sheet No. 9.950)

- 1.4 "Incremental Base Revenue" is actual Passe Revenue received shound the Performance Charmony Period the electric service sendened to the Premines in excess of Passeline Date Revenue.
- 4.5 "Incremental Copacity," in determined by Company, in the positive difference, if any between Baselins Capacity and the amount of capacity (measured in kW) necessary to meet Applicant's projections of electric load at the Promon.
- 1.6 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Compsey, ("In-Service Date"), and ending on the third auniversary of the In-Service Date ("Expiration Date").

# ARTICLE II - PERFORMANCE GUARANTY AMOUNT

2.1 For purposes of this Agreement, the derivation of Incremental Capacity is shown in the following table:

Incremental Capacity (1)	Existing Structure (2)	New Structure (3)	Total Structure (2)+(3)
a. Square Footage		-	1
b. Requested watts up fl. c. Baseline Capacity watts up fl			
d. Requested Capacity (in kW) (a * 6 / 1000)			
e. Baseline Capacity (in kW) (a * c / 1000) f. Incremental Capacity (in kW) (d - e)			

2.2 The amount of the Performance Guaranty is the cost, as determined by Company, of the Incremental Capacity multiplied by a factor of 1.52. The cost of the Incremental Capacity is the positive difference, if any, between Company's estimated cost of providing the requested level of capacity and Baseline Capacity. Applicant agrees to provide Company a Performance Guaranty in the amount specified in the table below prior to Company installing the facilities necessary to provide the Incremental Capacity to serve the Premises.

Performance Guaranty (1)	Existing Structure (2)	New Structure (3)	Total Structure (2 + 3)
a. Cost of requested espacity	1999		
b. Cost of Baseline Capacity	-0-		
s. Incremental cost (a - h)			
d Present vultue factor	4.63E37	1.50 37	150137
a. Porformance Guarante (n. * d).	1		

(Continued on Short No. 9 952)

board by: Tillany Colon, Senior Director, Regulatory Rates, Cost of Service and Systems S. R. Romie, Director, Rates and Tariffe, Effective, January 2, 2013

Cancels Securit First Revised Sheet No. 9.952 Cancels Securit First Revised Sheet No. 9.952

(Continued from Short (iii) 9 951)

# ARTICLE III - PAYMENT AND REFUND

- 3.1 At Applicant's option, the Performance Gustath may be posted with Company in cash, or may be accural either by a surety bood or irrevocable book letter of credit in a from acceptable to Company. At the end of Performance Gustanty Period, or upon termination of service by applicant, whichever treather, if the Incremental Black Reverse is less than the Performance Gustathy. Applicant with pay to Company the Performance Gustathy less the amount of Incremental Black Revenue.
- 3.2 If, during the Performance Guaranty Period, Incremental Base Revenue equals or exceeds the Performance Guaranty and Applicant secured the Performance Guaranty through a surety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or cancelled, or the amount secured by such instrument shall be reduced by the amount of the Performance Guaranty, as applicable.
- 3.3 If the Applicant elects to post the Performance Guaranty in cash, the Company agrees on a monthly basis to reduce the Performance Guaranty cash balance by the amount of the previous month's Incremental Base Revenue charges and credit the same amount to Applicant's previous monthly electric service billing, until such time the Performance Guaranty cash balance is depleted.
- 3.4 In the event that Company's construction of facilities shown on Exhibit A commences but is not completed due to a change in Applicant's plans or other circumstances related to the Premises that are not within Company's control, or if twelve months following the effective date of this Agreement Company has been unable to complete the requested installation and provide an In-Service Date due to changes or delays in Applicant's schedule or plans, Company shall be immediately entitled to an amount of the Performance Quantity equal to Company's construction expenditures incurred in connection with this Agreement. Thereafter, Company may elect to terminate this Agreement and the balance, if any, of the Performance Guaranty will be refunded if Applicant protein a said Performance Outside.

# ARTICLE IV - TERM OF AGREEMENT

The term of tern Agreement shall a consence on the date first above written and end on the Expression Date, or on the date incremental Pase Reviewe equals the Performance Quantity, whichever is online, orders terminated as her personnel to Section 1.94

# ARTICLE V - FINAL SETTLEMENT

Upon the termination or expiration of this Agreement, any portion of the Performance Guantum not previously refunded or otherwise eligible for refund order the terms of this Agreement shall be returned by Company, and any remaining balance of the Performance Guaranty that is subject to a letter of credit or surety bond shall become attendable due and poyable.

# ARTICLEVI - TITLE AND OWNERSHIP

Tale to and complete ownership and control over the above-referenced expansion shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other contoners.

# ARTICLE VII - ENTIRE AGREEMENT

The Agreement supersedes all previous agreements or representations, whether arritors in real, between Company and Applicant, made with respect to the matters herein contained, and when duly executed constitutes the other agreement between the parties herein.

(Continued on Sheet No. 9,953)

Essued by: Hillany Cohen, Segior Director, Berndoner Rates, Cost of Service and System 88. C. Gomby, Director, Rates and Carolle, Effective: Masses, 40, 2004

First Revised Sheet No. 9.953 Cancels Original Sheet No. 9.953

# FLORIDA POWER & LIGHT COMPANY

Charges and Terms Accepted by:

(Continued from Sheet No. 9.952)

# ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Applicant shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.

# ARTICLE IX - SUBJECT TO FPSCRULES

This Agreement is subject to the Rules and Orders of the FPSC and to FPL's Electric Tariff, including, but not limited to the General Rules and Regulations for Electric Service (collectively "Regulations"), as such Regulations 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 Regulations, the provisions of said Regulations shall control, as they are now written, or as they may be hereafter revised, amended or supplemented, and, at Company's request, Customer agrees to conform this Agreement to such provisions, or enter into a new Agreement reflecting such provisions. This Agreement shall not be used in lieu of applicable requirements set forth in the Regulations pertaining to contributions in aid of construction, advances or deposits.

In Witness Whereof, Applicant and Company hereby have 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.

trancor type reamey
(Print or Type Name)
By: Signature (Authorized Representative)
FLORIDA POWER & LIGHT COMPANY

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

Effective: March 7, 2003

Twelfth Revised Sheet No. 10.001 Cancels Eleventh Revised Sheet No. 10.001

# INDEX OF CONTRACTS AND AGREEMENTS

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Contract Provinces - Various	10.010
Distribution Substation Facilities Monthly Rental and Termination Factors	10.013
Schedule COG-1, As Available Energy	10.100
Schodule COG-3, Purchases of Power During Generation Capacity Alerta	10.150
Schedule QS-2, Firm Capacity and Energy	10,300

Issued by: S. E. Romig, Director, Rates and Turiffs Effective: August 27, 2015

Sinteenth Seventeerelly Revised Short No. 10.010 Cancels Seventh Editerate Revised Short No. 10.010

# CONTRACT PROVIDUNG - VARIOUS

FACILITIES RINTAL SERVICE When required by the Continues, the Company may, at its option provide and maintain transformers and offer facilities which are required by the Customer beyond the Point of Delivery or which are needed because the Customer requires unusual facilities due to the nature of his equipment. The Company shall not be sequired to metal facilities of they cannot be economically justified. The charge for this service is based on the agreed installed cost of such facilities.

Upon matical agreement between the Company and the Commer, the Contourer may elect to make either a lump sum payment on pay a monthly charge. The monthly charge shall recover at 17% per year of the agreed unstabled cost of sailt facilities. These Costourer electing to make a samp sum payment shall have the option of other including the cost of maintenance in a timp sum, or paying a separate monthly maintenance charge if the Costourer election pay for the maintenance in the timp sum, the automa will be based on the assumited case of maintenance over the series of the contract.

Those customers renting electric facilities from the Company, subsequent to a charge in the Facilities Rental. Service charge and upon mutual agreement, may continue to receive electrical service under one of the following options: 1) continue the rental facilities by payment based on the revised charge. 2) purchase such facilities from the Company as manually agreed upon. 3) purchase or lease the facilities from unother source, or 4) redesign its operation to receive standard electric service from the Company.

MUNICIPAL FIRE PUMP DEMANDS. Demands caused by the operation of municipal fire pumps are walved, whenever the pustps are used in emergencies for the purpose of extinguishing fires, or when the pumps are operated for testing purposes provided the time of the test is mutually agreed upon before hand.

SECONDARY METERING ADJUSTMENT. Where the rate schedule provides for delivery of service in primary voltage and it is necessary or desirable to meter at secondary voltage, the readings of Company's meters are corrected to conform to the voltage of delivery by adding 2% to the demand indications and 3% to the level; registrations.

UNMETERED SERVICE. In some circumstances, the installation of a meter is difficult, impracticable, or not warranted by the risture of the load to be served. In such cases the Company may elect to estimate the demand and energy requirements and calculate the bill on these estimated values.

NET METERING OF CUSTOMER-OWNED RENEWABLE GENERATION. For Customers with —renewable generation equipment up to a maximum of 2 MW that have executed an Interconnection Agreement for Customer-Owned Renewable Generation with the Company, the following billing parameters will apply.

The customer will be charged for electricity used in excess of the generation supplied by customer-owned renewable generation in accordance with the Company's normal balling practices. If any excess customer-owned renewable generation is delivered to the Company's electric grid during the course of a balling cycle, it will be credited to the customer's energy consumption for the next month's balling cycle.

All excess energy credits will be accumulated and be used to offset the customer's energy usage is subsequent months for a period of not more than twelve months. In the last billing cycle month of each calendar year, any usused credits for excess kWh generated will be credited to the next month's billing cycle using the average annual rate based on the Company's COG-1. As-Available Energy Tariff. In the event a customer closes the account, one of the customer's usused credits for excess kWh generated will be paid to the customer at an average annual rate based on the Company's COG-1. As-Available Energy Tariff.

Regardless of whether excess energy is delivered to the Company's electric grid, the customer will be required to pay the greater of 1 the minimum charge is clased in their applicable rate schedule, or 2 the applicable accordingly charge plus the applicable accordingly the desired demand during the follow period in accordance with the provinces of their applicable rate schedule. Any charges for electricity used by the customer in excess of the generation supplied by customer-owned remarks generation will be in accordance with their applicable rate schedule. The Customer's eligibility to take service under time of use rates is not affected by this province. Additionally, the outcomer, at their sole discretion, may choose to take service under the Company's standby or supplemental service rate, if sociable.

bsseed by: Hilland Cohen, Senior Director, Regulatory Rains, Cost of Service and Statemen & W. Romig, Director, Rains and Tarolle.

Filector: January 5, 2017

Cancels Figure Seventh Revised Sheet No. 10.015

# Appendix A

# Distribution Substation Facilities Monthly Rental and Termination Factors

The Monthly Rensal Factor to be applied to the in-place value of the Distribution Substation Facilities as identified in the Long-Term Rental Agreement is as follows:

# Monthly Rental Factor

Destribution Substation Facilities

121177

# Termination For for Initial 20 Year Period

If the Long-Term Rental Agreement for Distribution Substation Excilities in terminated by Customer during the Initial Term, Customer shall pay to Company a Termination Fee, such fee shall be computed by applying the following Termination Factors to the in-place value of the Facilities based on the year in which the Agreement is terminated.

Year	Termination	Yant Agrorment	Temmation	Year Agreement	Terminaten
Agreement	Factors %	In Terminated	Factors %	Is Terminated	Factors, %
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2	66410	9	45-887.78	16	4-883.59
3	8 025 17	10	10-10 T 47	17	3.362.72
4	11-11-16 (A)	.00	14-74-7-113	18.	3.45 ( 10)
(5)	111127.31	12	F-100-2-10	19	1-230.97
6	448867.74	1.7	8.685 86	20	0.00
7	64-847,94	14	7.445.15		

# Termination Fee for Subsequent Extension Periods

If the Long-Torm Rental Agreement for Distribution Substation Facilities is terminated by Customer during an Extension, Customer shall pay to Company a Termination Fee, such fee shall be computed based on the netpresent value of the termination payments under the extension period by applying the Termination Factor based on the month terminated to the month's contal payment. someout

Musti	Topogramies.	Month	Testamaner	Minth	Termination	Minth	Termonth
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Cancels (Hardles and Revised Short No. 10-100

#### STANDARD RATE FOR PURCHASE OF AS AVAILABLE ENERGY FROM QUALIFYING COGENERATION AND SMALL POWER PRODUCTION FACILITIES (QUALIFYING FACILITIES)

# SCHEDULE

COG LAWARE BOTT

#### AVAILABLE.

The Company will purchase energy offered by any Qualifying Facility located within the State of Florida under the provisions of this schedule or at contract negotiated rates as approved by the Florida Public Service Commission.

#### APPLICABLE

To any cogeneration or small power production Qualifying Facility located within the State of Florida producing energy for sale to the Company on an An-Available basis. An-Available Energy is described by Florida Public Service Commission (FPSC) Rule 25-17-0825, P.A.C. and in energy produced and sold by a Qualifying Facility on an hoor-by-hoor basis for which contractual commitments as to the time, quantity, or ministriby of delivery are notrogazed.

#### CHARACTER OF SERVICE

Purchase shall be, at the option of the Company, single or three phase, 60 hestr, alternating current at any available standard Company voltage.

#### LIMITATION:

All service pursuant to this schedule is subject to FPSC Rules 25-17.082 through 25-17.091, F.A.C.

# BATE FOR PERCHASES BY THE CUMPANY

#### A. Capitaly Rates

Capacity payments to Qualifying Facilities will not be paid under the Rate Schoolder, Capacity payments to Qualifying Facilities may be obtained under Rate Schoolder (S-2. Fine Capacity and Compy, or payment to a recorded described.)

#### B. Energy Rates

As Available Energy is produced in a unit load, or peak par followed from based on the Company's actual hearty eyeshell usings pools before the sale of interchange energy, which is entousized by the Company or exceedance with FRSC Rule 25-17-0825; F.A.C. Association charges describe actually are deducted from the Qualifying Exching are deducted from the Qualifying Facility's sent recently energy payment.

Avoided energy treat shall be all cases which the Company avoided size to the practice of As-Avoidede Energy, another personnel field, should be specified execution, and manufacture expense and aluminosity variable power purchase. Demonstrated Company aluminosity would expense to calculate As-Avoidable Energy and may be deducted from As-Avoidable Energy payments. The calculation of an Company's As-Avoidable Energy and reflects the delivery of energy from the region of the Company in which the Collaboration of As-Avoidable Energy as boarded energy to a specific and the later charge payment to the As-Avoidable Energy as boarded All sales shall be algorithed for board from the point of an expense as the point of the point of the expense as the point of an expense as the

## C. Segnitisted Rates

Upon agreement by both the Company and the Qualitying Faudity, so alameds cretical time for the precision of As-Available Energy two separately registered.

(Commant on Shart No. 10 (01)

Issued by: 101am Colon Scott Director, Economic Bales, Cold of Service and Systems N F. Romin, Director, Rates and Facility. Director, Rates and Facility. Amount 27, 2014

Forty-Eightle Revised Sheet No. 10.101 Causeh Forty-Seventh Revised Sheet No. 10.101

«Commalding Block No. 10 300:

# ESTIMATED AS AVAILABLE AVOIDED ENERGY COST

FPL will provide the most because one binding assume of Smith AS Assistable association of a post-time stress the finding of a social target and time As Assistable Energy contragrament will implice \$10.000 MW smaller operation as a second of expenses.

# DELIVERY VOLTAGE ABJUSTMENT

The Company's setual brurby As-Available Energy costs shall be adjusted according to the delivery voltage by the following multipliers:

Delivery Voltage	Adjustment Factor
Trummtession Voltage Entirery	1.0000
Frimity Voltage Delivery	1.0111
Secondary Voltage Delivery	1.0295

# PROJECTED ANNUAL GENERATION MIX AND FUEL PRICES

FPL's projected armud generation mix may be found on Schadules 5, 6.1 and 6.2 as FPL's Ten Yoar Star Plan.

(Continued on Short No. 10.102)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: January 1, 2021

Third Fourth Revised Sheet No. 10,102 Cancels Third Section Revised Sheet No. 10,102

(Countraid from Sheet No. 10 107).

# METERING REQUIREMENTS

The Qualifying Facility shall be required to pendant their the Company the manning engagement encountry to mannin in An-Available Energy diffusion to the Company. Unless special commissions warned, makes shall be used at monthly intensity on the approximate corresponding they refused materialistic property.

Heavily recording means shall be request for Qualifying Facilities with an installed expectly of 160 bilevants or more. Where the installed reports is less than 180 bilevants, the Qualifying Facility way salest any one of the following options: (a) an beauty recording meter, (b) a dual bile mati-hour register temperfulny meter, or (c) a standard bilevant beauty meter.

For Qualitying Facilities with hearly recording meters, mentily payments for As-Available france; shall be calculated based on the product of.

(1) the Company's uptual Av-Available France; one for each losse discusse the mentils, and (2) the quantity of As-Available France; with by the Qualifying Facility thereog that have

For Qualifying Facilities with third big supplies transfer transfer present monthly payments for As-Available Energy shall be extrapled family on the product of (1) the restage of the Company's actual hearly As-Available Energy into for the co-past and off-peak person sharing the months and (2) the quantity of As-Available Energy widths the Qualifying Facility thring such respective period.

For Qualifying Pacilities with contribute literate least modes, monthly payments for Av-Available Frangy shall be calculated found on the product of (1) the average of the Company's actual hearity Av-Available Energy rate for the off-peak periods during the monthly and (2) the quantity of Av-Available Energy sold by the Qualifying Facility sharing the needs.

For a immodely motional Qualifying Particle, the cooperal hours given Menday through Friday award indicates. April 1.—Decider 31: from 17 mon EST to 1900 P.M. EST and 0:00 P.M. EST to 10:00 P.M. EST and 0:00 P.M. EST to 10:00 P.M. EST and throughout above and all hours of the helidays of New York Pay. Mamorid Day, Independence Day, Labor Day, Thanksgiving Day, and Christians Fay are of Epuid hours.

# BILLING OPTIONS

1

A Qualifying Facility, upon entiting into a contract for the sale of firm capacity and energy or prior to delivery of As-Available Energy to the Company, may elect to make either simultaneous purchases from the Company and sales to the Company, or not sales to the Company. A decision on billing methods may only be changed: 1) when a Qualifying Facility selling As-Available Energy enters into a negotiated contract of Standard Office Contract for the sole of firm capacity and energy, 2) whim a firm capacity and energy contract requires or is lawfully terminated by either the Qualifying Facility or the Company, 3) when the Qualifying Facility is selling As-Available Energy and has not changed hilling methods within the last mobile months, 4) when the election to change billing methods will not contraven the provisions of Rule 25-17.0832 or any comment between the Qualifying Facility and the Company.

If a Qualifying Facility elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days' advance written action to the Company, 2) the installation by the Company of any additional metering equipment reasonably required to effect the change in billing and upon payment by the Qualifying Facility for each metering equipment and its installation; and 3) upon completion and approval by the Company of any alteration(s) to the interconnection reasonably required to effect the change in billing and upon payment by the Qualifying Facility for such alteration(s).

Payments due a Qualifying Facility will be made monthly, and normally by the twentieth business day following the end of the hilling period. A schedule develop the belowalt-levers sold by the Qualifying Facility and the applicable As-Available Energy rates at which payments are being made shall accompany the payment to the Qualifying Facility.

# CHARGES TO QUALIFYING FACILITY

# A. Cussian Size Charges

Munifoly community on the good for costing costing and other applicable administration rests as per applicable Constant Rate Schodule.

(Commed on SigetNo. 10 103)

Issued by: Hitten Cohrs, Senior Director, Recolutory Raba, Cost of Service and Systems S. E. Remig, Director, Rains and Lanting Effective: Newcoolner-J., 2000

Forty-First Revised Sheet No. 10.103 Cancels Fortieth Revised Sheet No. 10.103

(Continued from Sheet No. 10 102)

#### Interconnection Charge for Non-Variable Utility Expenses:

The Qualifying Facility shall bear the cost required for interconnection, including the metering. The Qualifying Facility shall have the explain of (i) payment in full for the interconnection costs upon completion of the interconnection facilities (including the time value of money during the construction) and providing a surely bond, letter of credit or companies assumance of payment acceptable to the Company adequate to cover the interconnection costs, (ii) payment of monthly invoces from the Company for actual costs progressively incurred by the Company in austaling the interconnection facilities, or (iii) upon a showing of credit worthness, making equal monthly installment payments over a period no longer than thirty-six (36) reserbs toward the full cost of interconnection. In the latter case, the Company shall assess interest at the rate than providing for the tharty (36) days lightest grade commental paper rate, such rate to be specified by the Company tharty (36) days price to the date of each installment payment by the Qualifying Facility.

#### C. Interconnection Charge for Variable Utility Expenses:

The Qualifying Facility shall be billed mentily for the cost of variable utility expanses associated with the operation and maintenance of the interconnection facilities. These include (a) the Company's impactions of the interconnection facilities and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the Qualifying Facility if no sales to the Company were involved.

In fiew of payments for actual charges, the Qualifying Facility may pay a monthly charge usual to a percentage of the installed cost of the interconnection facilities necessary for the sale of energy to the Company. The applicable percentages are as follows:

Equipment Type	Chicec
Metering Equipment	0.075%
Distribution Equipment	0.227%
Transmoon Equipment	0.130%

# D. Taxes and Assessments

The Qualifying Facility shall be billed monthly an amount equal to any taxes, assessments or other impositions, for which the Company is liable as a result of its punchases of As-Avadable Energy produced by the Qualifying Facility. In the event the Company receives a tex benefit as a result of its punchases of As-Avadable Energy produced by the Qualifying Facility, the Qualifying Facility shall be entitled to a refund in an amount equal to such benefit.

# TERMS OF SERVICE

 It shall be the Qualifying Facility's responsibility to inform the Company of any change in the Qualifying Facility's electric generation capability.

(Continue on Sheet No. 10 104):

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: January 1, 2021

11

FLORIDA POWER & LIGHT COMPANY

Phird Fourth Revised Sheet No. 10.104 Cancele ThirdSound Revised Sheet No. 10.104

(Continued from Short bin 10.163)

- (7) Any electric service delicered by the Company to a Qualitying Facility in the Company's service converse and all the subject to the following terms and conditions:
  - (a) A Qualitying Facility shall be natured expensely and billed under the applicable settle rate exhedule, whose terms and conditions shall permit
  - (b) A security disposit will be required in accordance with FPSC Hales 25-17:002(5) and 25-4:097, F.A.C. and the following
    - i) In the first year of operation, the security deposit shall be based upon the singular morth in which the Qualifying Facility's projected purchases from the Company exceed, by the greatest amount, the Company's estimated purchases from the Qualifying Facility. The security deposit should be equal to twice the amount of the difference estimated for that securits. The deposit shall be required upon interconnection.
    - iii) For each year thereafter, a review of the actual sales and pumhases between the Qualifying Facility and the Company shall be conducted to determine the actual month of maximum difference. The security deposit shall be adjusted to equal twice the greatest amount by which the actual monthly purchases by the Qualifying Facility exceed the actual sales to the Company in that month.
  - (a) The Company shall specify the point of interconnection and voltage level.
  - (d) The Qualifying Facility must enter into an interconnection agreement with the Company which will, among other things, specify safety and rehability standards for the interconnection to the Company's system. In most instances, the Company's filed Interconnection Agreement for Qualifying Facilities will be used, however, special features of the Qualifying Facility or its interconnection to the Company's facilities may require modifications to the Interconnection Agreement or the safety and reliability standards contained therein.
- (b) Service under that use solidable is soliced to the tules unit regulations of the Company and the Florida Public Service Companyone.

# SPECIAL PROVISIONS

- Wagewatch contracts deviating from the above standard rate actionable are allowable provided the Company agrees to them set may are managed to the Planck Politic Services Commission.
- The a Qualifying Pacific to an apply of the Company's service services and a service to contact with another electrons and as the contact with another electrons of the Company, the Company will appear expect information on the availability and the tense and conditions of the appeared instruction service to a financial to the condition of the appeared instruction service to a financial to the condition of the appeared in the condition of the appeared in the condition of the cond
  - 14.1 The inter, terms and conditions for all of the Company's first Transmission Service Artungations are adjust to the jurnalation of Faderal Energy Engalatory Companion ("FERC"). The Company will provide the Qualifying Facility, for informational purposes, copies of Transmission Service Agreements which have been previously accoming approved by the FERC and which govern artunations similar to the survive being requested by the Qualifying Facility.
  - (b) Transmission service arrangement on at if, when end accordable (confirm) basis for also debien to the PERC's principles on, any such arrangement staff to by individualized contrast and shall not otherwise interface with the Compute's ability to provide facus staff, firm wholeside and firm unumination service.

effectioned on Mass No. 10 1050

Issued by: R. E. HamigDienston, Rates and Enriffe Tiffant Culture bester birectic Attendators Nates, Contact Service and Systems Effective: March 7, 2003

Cancels First Printed Sheet No. 10,105

# APPENDIN'A

### DESCRIPTION OF AS-AVAILABLE ENERGY COST CALCULATION METHODOLOGY

One company uses a minimal production desires program to calculate As attained to Energy (and a Exchange state of the program. The despite field content of the form of the acceptance of replacement had provided in the content of consist management as a configuration of 170%. The program companies a production and first the the two case from the content of consists and another and first to the two case from the content of the program and despite of the program and the first to the destination and the distribution of the content of the program flow overpains the production and the destination of the content of the program flow overpains the production and the destination of the production of the content of the content of the production of the distribution of the content of the

The as mulative third, are in freed on the average excely belivery disrugithe prior billing months from all Country of Freedom whose energy payments are based on the As Averagin Country of M.

incorrectal generating time operation and maniferance costs are computed accountly, consistent with the fining of the Centers March had factor, based on the instructioning approved in FPSC Disclot No. Shifted-ELE. The methodology Assembles the maximum SARAN cost for these generating part of a components which can very based upon charges in governation better the units security co-line. Resulting mass on developed by landar regression based on actual data for the price year, and statistically validated. Marginal operation and materialized costs for any intercharge energy that made be made that the As-Assantin Energy price are already included in the unincharge energy cost.

Disreg mayor commission, maked adjustments are usefe to the prices computed for the program-

- a) When gas turbises are on line to serve the Company's load, the cost of the gas turbine energy replaces the calculated As-Available Energy cost. This is recessary when the gas turbines are in the manual mode (i.e., do not respond to system load charges) and therefore would not be and add when the program redepathles generating sources.
- b) When internal transmission constraints require the use of higher cost resources within a specific geographic area, the calculated As-Available Energy cost is replaced by the higher cost (for these facilities inside the area whose output would reduce the use of the higher cost resources)
- c) When the delivery of Qualifying Facility output within a geographic area constrains the Company's ability to dispatch commit: nationates in the area, the calculated As-Asvallable Energy price for the area is reduced to the cost of the resource constrained.

Issued by: S. E. Romin I Ham Cohen, Senior Director, Regulatory Rates, Cont of Service and Serious Director, Batter and Tariffe-Effective: March 2, 2011.

Fifth Revised Sheet No. 10.150 Cancels Fourth Revised Sheet No. 10.150

### PAYMENTS FOR PURCHASES OF POWER FROM QUALIFYING FACILITIES DURING GENERATION CAPACITY ALERTS

#### SCHEDULE

COG-3, Panthuse of Power During Generation Capacity Alerts

# AVAILABLE

Entire service area.

#### APPLICABLE

To any Qualifying Facility producing energy for sale to the Company on an As-Available basis.

# LIMITATIONS

All purchases by the Company pursuant to this Schodule COG-3 are subject to FPSC Roles 25-17.080 through 25-17.087, F.A.C., inclusive, as correctly to effect or as they may be amended by the FPSC from time to fame.

# DELIVERY INCENTIVE ADDER FOR SALES TO THE COMPANY

Payments by the Company to QFs for power provided to the Company hercurder shall be the sum of the following:

- (a) The amounts as described in Schedule COG-L, ENERGY RATES; plus
- (b) A Delivery Incentive Adder of \$2.71/MWh, subject to the conditions specified below

Payments shall be made by the Company in accordance with Schedule COG-1 procedures.

# CONDITIONS FOR DELIVERY INCENTIVE ADDER

The Company will pay the Delivery Incentive Adder identified above subject to the condition that the Company projects an impending Generation Capacity Alert, defined as a situation wheneby the loss of the Company's largest generating tent then on hise would cause the Company to particular emergency power or, if unavailable, interrupt firm native load. The Company's Operating Representative will exercise all masonable efforts to provide at least four (4) hours' advance motion to each participating QF's Operating Representative prior to the Generative Adder will be appointed and past only during flow hours when (i) the Company is in a Generation Capacity Alert, (ii) the QF's Questing Representative law, at the time of the Company's provision of notice, family committed to the Company all or a specified position, imagements, of the QF's decircle output, and (iii) the QF actually delivers the committed output to the Company during the hours of the Generation Capacity Alert.

# RESPONSIBILITIES FOR INSURANCE AND INDEMNIFICATION

Subject to section 2.7 Indimenty to Company, or section 2.71 Indemnity to Company — Governmental, FPC's General Rules and Regulations, the Company's and each participating QP's respective responsibilities for insurance and indemnification shall be as set forth in their interconnection agreement.

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

Effective: December 2, 2004

Cantrib State Fields Revised Sheet No. 10.300 Cantrib State Fields Revised Sheet No. 10.300

RAFE SCHOOL IE QGJ
APTENDIN A
TO THE STANDARD OFFER CONTRACT
STANDARD RAFE FOR PURCHASE OF TIRM CAPACITY AND ENERGY
FROM A RENEWABLE ENERGY FACILITY
OR A QUALIFYING FACILITY WITH A DESIGN CAPACITY OF HO KW OR LESS

SCHEDULE

QS-2. Firm Capacity and linear.

AVAILABLE

The Company will, make the provisions of this Schedule and the Company's "Standard Offer Common for the Dordans of Ermi-Capacity and Energy from a Renewable Energy Facility or a Qualifying Facility with a design capacity of 100 KW or less" ("Standard Offer Contract"), purchase firm capacity and energy offered by a Renewable Energy Facility specified in Section 366.91, Florida Sattates or by a Qualifying Facility with a design capacity of 100 KW or less as specified in FPSC Rule 25-17-0832(4) and which is either directly or indirectly interconnected with the Company. Both of these types of facilities shall also be referred to berein as Qualified Seller or "QS".

The Company will petition the FPSC for closure upon any of the following as related to the generating unit upon which this standard offer contract is based i.e. the Avoided Unit: (a) a request for proposals (RFP) pursuant to Rule 25-22.082, F.A.C., is issued, (b) the Company files a petition for a need determination or commences construction of the Avoided Unit when the generating unit is not subject to Rule 25-22.082, F.A.C., or (c) the generating unit upon which the standard offer contract is based in no longer part of the utility's generation plan, as evidenced by a petition to that effect filed with the Commission or by the utility's most recent Ten Year Site Plan.

APPLICABLE

To Renewable Energy Facilities as specified in Section 366.91, Florida Statutes producing capacity and energy from qualified renewable resources for sale to the Company on a firm basis pursuant to the terms and conditions of this schedule and the Company's "Standard Offer Contract". Firm Renewable Conscits and Renewable Energy are capacity and energy produced and mild by a QS pursuant to the Standard Offer Contract proyumers addressing camong other things) quantity; tend and reliability of felivery.

In Quanty and energy for sale to the Company on a firm basis pursuant to the forms and vendations of this advokale and the Company's "Standard Offer Contract", Firm Unpactive and Energy are described by FPSC State 25-17 (832, F.A.C., and are assertly and energy produced and wild by a QF pursuant to the Standard Offer Contract programme addressing fattering other though quantity, time and reliability of delivery.

CHARACTER OF SERVICE

Purchases within the tensors and perveal by the Company shall be, in the option of the Company, angle or three phase, 60 herts alternating outron at any anniable moderal Company voltage. Purchases from outside the tensors array around several by the Company shall be those phase, 60 herts alternating current at the voltage level available at the interchange point between the Company and the entire delivering the Farm Energy and Capacity from the QS.

LIMITATION

Purchases under this actuable are subject to rection 566.91. Florida Stations under FPSC Hutes 25-17 (883) through 25-17 (87). F.A.C. and 25-17 (87) floriday 25-17 (87).

- A. Comma to commence deliveries of firm capacity and energy too later than the in-service date of the Arroided Unit, so described in Appendix II) and to continue such deliveries for a period of at least 10 years up to a important of the life of the avoided text.
- Are not currently scalar content with the Company or with any other analy for the Facility's coape for the period specified above.

(Chestered on Start Sec 10.308)

Issued by: 6. 5. Ressis Tillany Union. Senter Director. Regulators Rules, Cod of Sevens and System Sevens Rules and Tarolle

Effective: June 28, 2013

Seventh Revised Sheet No. 10.301 Cancels Sixth Revised Sheet No. 10.301

(Continued from Sheet No. 10.300)

# RATES FOR PURCHASES BY THE COMPANY

Firm Capacity and Energy are purchased at a unit cost in dollars per kilowatt per month and cents per kilowatt-hour, respectively, based on the capacity required by the Company. For the purpose of this Schedule, an Avoided Unit has been designated by the Company, and is detailed in Appendix II to this Schedule. Appendix I to this Schedule describes the methodology used to calculate payment schedules, applicable to the Company's Standard Offer Contract filed and approved pursuant to Section 366.91, Florida Statutes and to FPSC Rules 25-17.082 through 25-17.091, F.A.C and 25-17.200 through 25-17.310, F.A.C.

# Firm Capacity Rates

Options A through E are available for payment of firm capacity which is produced by a QS and delivered to the Company. Once selected, an option shall remain in offect for the term of the Standard Offer Contract with the Company. A payment schedule, for the normal payment option as shown below, contains the monthly rate per kilowatt of Firm Capacity which the QS has contractually committed to deliver to the Company and is based on a contract term which extends ten (10) years beyond the in-service date of the Avoided Unit. Payment schedules for other contract terms, as specified in Appendix E, will be made available to any QS upon request and may be calculated based upon the methodologies described in Appendix I. The currently approved parameters used to calculate the schedule of payments are found in Appendix II to this Schedule.

Adjustment to Capacity Payment
The firm capacity rates will be adjusted to reflect the impact that the location of the QS will have on FFL system reliability due to constraints imposed on the operation of FPL transmission tie lines.

Appendix III shows, for illustration purposes, the factors that would be used to adjust the firm capacity rate for different grographical areas. The actual adjustment would be determined on a case-by-case basis. The amount of such adjustment, as well as a binding contract rate for firm capacity, shall be provided to the QS within sixty days of FPL execution of the nigned Standard Offer Contract.

# Option A - Fixed Value of Deferral Payments - Normal Capacity

Payment schedules under this option are based on the value of a single year purchase with an in-service date of the Avoided Unit, as described in Appendix I. Once this option is selected, the current schedule of payments shall remain fixed and in effect throughout the term of the Standard Offer Contract.

(Continued on Short No. 10.302)

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

Effective: June 25, 2013

Original Sheet No. 10,302

(Centimied from Sheet No. 10:301)

### Option B - Fixed Value of Deferral Payments - Early Capacity

Payment schedules under this option are based upon the early capital cost component of the value of a year-by-year defermi of the Company's Avoided Unit provided; however, that under no circumstances may payments begin before the QS is delivering first capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. When this option is selected, the capacity payments shall be made morthly commencing no earlier than the Capacity Delivery Date of the QS and calculated using the methodology shown on Appendix I.

The QS shall select the month and year in which the deliveries of firm capacity and energy to the Company are to commence and capacity payments are to start. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix E.

# Option C - Fixed Value of Deferral Payment - Levelized Capacity

Psyment schedules under this option are based upon the levelized capital cost component of the value of a yearby-year deferral of the Company's Avoided Unit. The capital portion of capacity payments under this option shall consist of equal monthly payments over the term of the Standard Offer Contract, calculated as shown on Appendix. 1. The fixed operation and maintenance portion of the capacity payments shall be equal to the value of the yearby-year deferral of fixed operation and maintenance expense associated with the Company's Avoided Unit. The methodology used to calculate this option is shown in Appendix I. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix II.

#### Option D - Fixed Value of Deferral Payment - Early Levelized Capacity

Payment schedules under this option are based upon the early levelized capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit. The capital portion of the capacity payments under this option shall consist of equal monthly payments over the term of the Standard Offer Contract, calculated as shown on Appendix 1. The fixed operation and maintenance expense shall be calculated as shown in Appendix 1. At the option of the QS, payments for early levelized capacity shall commence at any time before the anticipated inservice date of the Company's Avoided Unit as specified in Appendix E, provided that the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix E.

# Option E - Flexible Payment Option

Payment schedules under this option are based upon a payment stream elected by the QS consisting of the capital component of the Company's avoided unit. Payments can commence at any time after the actual in-service date of the QS and before the anticipated in-service date of the utility's avoided unit, as specified in Appendix II, provided that the QS is delivering firm capacity and energy to the Company parament to the terms of the Standard Offer Contract. Regardless of the payment stream elected by the QS, the camulative present value of capital cost payments made to the QS over the term of the contract shall not exceed the cumulative present value of the capital cost payments which would have been made to the QS had such payments been made parament to FPSC Rule 25-17.0832(4)(g)1, F.A.C. Freed operation and maintenance expense shall be calculated in conformance with Rule 25-17.0832(6),F.A.C. The Company will provide the QS with a schedule of capacity payment rates based on the information specified in Appendix E.

(Continued on Sheet No. 10:303)

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

Sixth Revised Sheet No. 10.303 Cancels Fifth Revised Sheet No. 10.303

(Continued from Sheet No. 10.302)

# B. Energy Rates

#### Payments Associated with As-Available Energy Costs prior to the In-Service Date of the Avoided Unit.

Options A or B are available for payment of energy which is produced by the QS and delivered to the Company prior to the in-service date of the Avoided Unit. The QS shall indicate its selection in Appendix E, Once selected, an option shall remain in effect for the term of the Standard Offer Company with the Company.

Option A - Energy Psyments based on Actual Energy Costs.

The energy rate, in coms per kilowatt-hour (#KWh), shall be based on the Company's actual bourly avoided energy costs which are calculated by the Company in accordance with FPSC Rule 25-17 (825, F.A.C. Avoided energy costs include incremental fuel, identifiable operation and maintenance expenses, and an adjustment for line losses reflecting delivery voltage. The calculation of the Company's avoided energy costs reflects the delivery of energy from the region of the Company in which the Delivery Point of the QS is located. When economy transactions take place, the incremental costs are calculated as described in FPL's Rute Schedule COG-1.

The calculation of payments to the QS shall be based on the sum, over all hours of the billing period, of the product of each hour's avoided energy cost times the purchases of energy from the QS by the Company for that hour. All purchases of energy shall be adjusted for losses from the point of metering to the Delivery Point.

Option B - Energy Payments based on the year by year projection of As-Available energy costs.

The energy rate, in cents per kilowath-hour (é/KWh), shall be based on the Company's year by year projection of system incremental fuel costs, prior to hourly economy sales to other utilities, based on normal weather and fuel market conditions (armual As-Available Energy Cost Projection which are calculated by the Company in secondance with FPSC Rule 25-17.0825, F.A.C. and with FPSC Rule 25-17.250(6) (a) F.A.C.) plus a fuel market volatility risk premium mutually agreed upon by the utility and the QS. Prior to the start of each applicable calendar year, the Company and the QS shall mutually agree on the fael market volatility risk premium for the following calendar year, normally no later than November 15. The Company will provide its projections of the applicable annual As-Available Energy Cost prior to the start of the calendar year, normally no later than November 15 of each applicable calendar year. In addition to the applicable As-Available Energy Cost projection the energy payment will include identifiable operation and maintenance expresses, an adjustment for line losses reflecting delivery voltage and a factor that reflects in the calculation of the Company's Avoided Energy Costs the delivery of energy from the region of the Company in which the Delivery Point of the QS is located.

The calculation of payments to the QS shall be based on the sum, over all hours of the billing period, of the product of each hour's applicable Projected Avoided Energy Cost times the purchases of energy from the QS by the Company for that hour. All purchases of energy shall be adjusted for losses from the point of metering to the Delivery Point.

# G) Payments Associated with Applicable Avoided Energy Costs after the In-Service Date of the Avoided Unit.

Option C is usualishle for payment of energy which is produced by the QS and delivered to the Company after the in-service date of the avoided unit. In addition, Option D is available to the QS which elects to fix a portion of the firm energy payment. The QS shall indicate its selection of Option D in Appendix E, once selected, Option D shall remain in effect for the term of the Standard Offer Contract.

Option C: Energy Payments based on Actual Energy Costs starting on the in-service date of the Accoded Unit, as detailed in Appendix II.

The calculation of payments to the QS for energy delivered to FPL on and after the in-service date of the Avoided Unit shall be the sum, over all hours of the Monthly Billing Period, of the product of (a) each hour's firm energy rate (d/kWh); and (b) the amount of energy (kWH) delivered to FPL from the Facility during that hour.

(Continued on Sheet No. 10.304)

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

Effective: June 25, 2013

Eighth Revised Sheet No. 10.304 Cancels Seventh Revised Sheet No. 10.304

(Continued from Sheet No. 10 303)

For any Disputch Hour the firm energy rate shall be, on an hour-by-hour basis, the Company's Avoided Unit Energy Cost. For any other period during which energy is delivered by the QS to FPL, the firm energy rate in cents per kilowatt hour (g/KWh) shall be the following on an hour-by-hour basis: the lesser of (a) the as-available energy rate calculated by FPL in accordance with FPSC Rule 25-17.0825, FAC, and FPL's Rate Schedule COG-L as they may each be unsended from time to time and (b) the Company's Avoided Unit Energy Cost. The Company's Avoided Unit Energy Cost, in cents per kilowatt-hour (g/KWh) shall be defined as the product of: (ii) the fuel price in S/mmlfTU as determined from gas prices published in Platta Inside FERC Gus Market Report, first of the month posting for Florida Gas Transmission Zone 3, plus all charges, surcharges and percentages that are in effect from time to time for service under Gulfstream Natural Gus System's Rate Schedule FTS, and (b) the average annual heat rate of the Avoided Unit, plus (c) an additional payment for variable operation and maintenance expenses which will be escalated based on the actual Producer Price Index: All energy purchases shall be adjusted for fosses from the point of metering to the Delivery Point. The calculation of the Company's avoided energy cost reflects the delivery of energy from the geographical area of the Company in which the Delivery Point of the QS is located.

# Option D. Fixed Firm Energy Payments Starting as early as the In-Service Date of the QS Facility

The calculation of payments to the QS for energy delivered to FPL may include an adjustment at the election of the QS in order to implement the provisions of Rule 25-17.250 (6) (b), F.A.C. Subsequent to the determination of full avoided cost and subject to the provisions of Rule 25-17.0832(3) (a) through (d), F.A.C., a portion of the base energy costs associated with the avoided unit, mutually agreed upon by the utility and renewable energy generator, shall be fixed and amortized on a present value basis over the term of the contract starting, at the election of the QS, as early as the in-service date of the QS. Base energy costs associated with the avoided unit means the energy costs of the avoided unit to the extent the unit would have operated. The portion of the base energy costs mutually agreed to by the Company and the QS shall be specified in Appendix B. The Company will provide the QS with a schedule of "Pixed Energy Payments" over the term of the Standard Offer Contract based on the applicable information specified in Appendix II.

# ESTIMATED AS-AVAILABLE ENERGY COST

As required in Section 25-17.0832, F.A.C. as available energy cost projections until the in-service date of the avoided unit will be provided within 30 days of receipt by FPL of a written request for such projections by any interested person.

# ESTIMATED UNIT FUEL COST

As required in Section 25-17 0832, F.A.C. the estimated unit fuel costs associated with the Company's Avoided Unit and based on current estimates of the price of natural gas will be provided within 30 days of a written request for such an estimate.

(Continued on Short No. 10,305)

based by: S. E. Rumig, Director, Rates and Tariffs

Effective: September 13, 2016

Sinth Seventh Revised Sheet No. 10:305 Cancels StuffFilth Revised Sheet No. 10:305

(Un Wilmond Street Street No. 10, 2011)

# DELIVERY VOLTAGE ADJUSTMENT

finergy payments to a QS within the Company's service to make you shall be adjusted according to the delivery voltage by the multipliers provided in Assemblia (Lahe 1996)

# PERFORMANCE CRITERIA

Previously for Firm Capacity any conditioned on the QS's ability to maintain the following performance outcome

Capacity Delivery Date
The Capacity Delivery Oute shall be no litter than the projected in-service date of the Company's As calculated that, as detailed. in Appendix II.

# Availability and Capacity Factor

The Facility's socialisticity and capacity factor are used in the determination of tiem capacity parments through a performance based calculation as detailed in Appendix Is to the Company's Standard Offer Contract

### METERING REQUIREMENTS

A QS within the worker good served by the Company shall be required to purchase from the Company hearly recording attents to measure their energy Addiverses to the Company, Energy purchases from a QS seconds the territory of the Company shall be measured as the quantities scheduled for interchange to the Company by the entity delivering from Capacity and Removable Emergy in the Company.

For the purpose of this Schedule, the outpeak hours shall be more bound or consuming April 1 through October 31 Marships through Voltage from 12 moon EST to 9.00 pm EST excluding Monoral Play, Independence Day and Labor Day, and November 1 Wough March 31 Mondays Grough Fridays from 6.00 am. HIT to 10:00 am. HIT and 6.00 pm. HIT to 10:00 pm. HIT preciding Fastors time excluding Transagging Day, Christian Stay, and New York Day. FPI, shall have the right to change such On-Peak Hours by providing the QS a minution of thirty calendar days advance writtennotice.

# BILLING OPTIONS

A QS, upon entering into a Standard Offer Contract for the sale of firm capacity and energy or prior to delivery of as-avasiable energy, may elect to make either simultaneous purchases from and sales to the Company, or net sales to the Company, provided, however, that no such arrangement shall cause the QS to sell more than the Facility's net output. A decision on billing methods may only be changed. 1) when a QS selling an-available energy enters into a Standard Offer Contract for the sale of firm capacity and energy; 2) when a Standard Offer Contract expires or is lawfully terminated by either the QS or the Company; 3) when the QS is selling as-available energy and has not changed billing methods within the last twelve months, 4) when the election to change billing methods will not contravere this Turiff or the contract between the QS and the Company

If a QS elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days advance written notice to the Company. 2) the installation by the Company of any additional metering equipment reasonably required to effect the change in billing and upon payment by the QS for such metering equipment and its installation; and 3) upon completion and approval by the Company of any alternion(s) to the interconnection reasonably required to effect the change in billing and upon payment by the QS for such alteration(s).

Phyments ske a QS will be made monthly and numally by the invention business day following: the end of the billing period. The kilowati buan sald by the QS and the applicable availed energy rates at which payments are being made stall accompany the payment to the US.

A statement covering the charges and payments due the QS is rendered monthly, and myrount atomicly in made by the receipeth business day following the end of the hilling persod

re-remained on Sheet him (1) 30%)

Issued by: S. F. Rossig Dillon's Uniter, Senter Director, Regulatory Rese, Cost of Sevent and System-Research, Makes, and To-Effective: June 26, 2013

Security Fighth Revised Sheet No. 10.306 Cameris Security Smith Revised Sheet No. 10.306

(Command from Month No. 10.305)

# CHARGESTO ENERGY FACILITY

The QS shall be responsible for all applicable charges as currently appeared or as they may be approved by the Florida Public Service Commission, metading that not limited to

# A Continue Unit Charges,

Monthly and the grant production being and other applicable a national review of a properties and the following

B. Interconnection Charge for Non-Variable Utility Expenses

The QS shall bear the cost required for interconnection, including the metering. The QS shall have the option of (1) payment in fall for the interconnection costs including the time value of money during the construction of the interconnection facilities and providing a Book. Letter of Creckt or cost payment and payment as expetible to the Company adopting to most first extensionaction cost estimates. (ii) payment of mortility invoices from the Company for section costs programs adopting to mortility the interconnection facilities, or (iii) upon a showing of credit worthings, making apparl monthly measurement payments over a period no longer than thirty-ac (36) months forward the full cost of extensionated in it the latter case, the Company shall assess interest at the rate then previously for them, (30) day highest grade commercial paper, such case to be specified by the Company therety (30) days poor to be date of each restalment payment by the QS.

C. Interconnection Charge for Variable Utility Expenses

The QS shall be halled morely for the variable unity expenses assessment with the operation and manifesture of the interconnection facilities. These include (a) the Company's inspectation of the interconnection facilities and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the QS if no sales to the Company working objects.

In her, of exposen the actual charges, the QS may pay a monthly charge equal to a price mage of the consider a set of the interconnection families as provided to depose as \$1.5.5.5.

1). Taxys and Assessments

In the event that FPL become stable for additional toos, including interest and or permittes around from an interrul Revenue Service's determination, through such, ruling or other authority, that FPL is payments to the QS for capacity under options B, C, D, E or for energy pursuant to the Fixed Firm Energy Payment Option D are not fully deductible when past (additional tax liability), FPL may bill the QS morebly for the costs, including carrying charges, interest and/or permittes, associated with the fact that all or a portion of these capacity payments are not currently deductible for federal and/or state income tax purposes. FPL, at its option, may offset these costs against amounts due the QS hereunder. These costs would be calculated so as to place FPL in the same economic position in which it would have been if the entire early, levelaced or early levelized capacity payments or the Fixed Firm Energy Payment had been deductible in the period in which the payments more made. If FPL decides to appeal the Internal Revenue Service's determination, the decision is to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with FPL.

(Command to Short No. 16.387):

Issued by: 18thus Calon, Senior Director, Economy Bules, Cost of Service and Systems S. E. Remay, Director, Bates and Tarollia Effective: June 25, 2013

Original Sheet No. 10.307

(Continued from Short No. 10 30x)

# TERMS OF SERVICE

- (1) It shall be the QS's responsibility to inform the Company of any change in its electric generation capability.
- (2) Any electric service delivered by the Company to a QS located in the Company's service area shall be subject to the following terms and conditions:
  - (a) A QS shall be metered separately and billed under the applicable retail rate schedule(s), whose terms and conditions shall pertain.
  - A security deposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C., and the following:
    - (i) In the first year of operation, the security deposit should be based upon the singular month in which the QS's projected purchases from the Company exceed, by the greatest amount, the Company's estimated purchases from the QS. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit is required upon interconnection.
    - (ii) For each year thereafter, a review of the actual sales and purchases between the QS and the Company will be conducted to determine the actual month of maximum difference. The security deposit should be adjusted to equal twice the greatest amount by which the actual monthly purchases by the QS exceed the actual sales to the Company in that month.
  - (c) The Company shall specify the point of interconnection and voltage level.
  - (d) The QS must enter into an interconnection agreement with the Company which will, among other things, specify safety and reliability standards for the interconnection to the Company's system. In most instances, the Company's filed Interconnection Agreement for Qualifying Facilities will be used; however, special features of the QS or its interconnection to the Company's facilities may require modifications to this Interconnection Agreement or the safety and reliability standards contained therein.
  - (3) Service under this rate schedule is subject to the rules and regulations of the Company and the Florida Public Service Commission.

# SPECIAL PROVISIONS

 Special contracts deviating from the above standard rate schedule are allowable provided the Company agrees to them and they are approved by the Florida Public Service Commission.

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

Original Sheet No. 10.308

#### APPENDIX I TO RATE SCHEDULE QS-2 CALCULATION OF VALUE OF DEFERRAL PAYMENTS

Appendix I provide a detailed description of the methodology used by the Company to calculate the monthly values of defirming or avoiding the Company's Avoided Unit identified in Schoolsle Q6-2. When used in conjunction with the current FYSC-approved out parameters associated with the Company's Avoided Unit continued in Appendix II, a Q5-may determine the applicable value of defirmit capacity payment rate associated with the timing and operation of its particular facility should the QS some into a Standard Office Contract with the Congruen.

CALCULATION OF VALUE OF DEFERRAL OPTION A
FPSC Rule 25-170832(5) specifies that avoided capacity costs, in delians per informat per month, associated with capacity sold to a utility by a Q5 parsuant to the Company's Standard Office Contract shall be defined as the year-by-year value of defined of the Company's Avcoded Unit. The year-byyear value of defectal shall be the difference in revenue requirements associated with deferring the Company's Avoided Unit one year, and shall be calculated as follows:

# Where, for a one year deferral:

VAC+ =	utility's monthly value of avoided ospecity and O & M,
	in dollars per followatt per receits, for each month of
	590E E.

- present value of curying charges for one dellar of arrestment over L years with carrying changes computed using average around rate base and assessed to be paid at the middle of each year and present valued. to the middle of the first year,

— (0.54)/(0.56)

- total direct and indirect cost, in mid-year dellars per Ecowatt including AFUDC but excluding CWIP, of the Company's Avoided Unit with an in-service date of year n, including all identifiable and quantifiable costs relating to the construction of the Company's Accided Unit which would have been paid had the Unit been

O. = total fixed operation and maintaneaue expense for the year n, in mid-year dellars per kilowatt per year, of the Company's Avoided Unit,

moned excellation rate associated with the plant cost of the Company's Avoided Unit(s);

armed evolution rate associated with the operation and maintenance expense of the Company's Avoided Unit(d):

annual discount rate, defined as the stility's incremental after-tex cost of capital,

expected life of the Company's Avoided Unit(i); and

year for which the Company's Avoided Unit(s) is (ins) deferred starting with its (their) original acticipated in service date(s) and ending with the termination of the Company's Standard Office C'ondrard

(Command on Sheet No. 10.309)

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

Original Sheet No. 10,309

(Continued from Short No. 10 308)

# CALCULATION OF FINED VALUE OF DEFERRAL PAYMENTS - EARLY CAPACITY-OPTION B

Normally, payments for first capacity shall not commence until the in-service date of the Company's Avoided Unit's). At the option of the QS, however, the Company may begin making payments for early expectly elements of the capital cost component of the value of a year-by-year deferred of the Company's Avoided Unit starting as early as the in-service date of the QS facility. When such payments for early capacity are elected, the avoided capital cost component of capacity payments shall be paid enoughly commencing to earlier than the Capacity Definery Date of the QS, and shall be calculated as

$$A_m = A_c \frac{(l + l_P \int_{-1}^{m+l})}{l2} + A_c \frac{(l + l_O \int_{-1}^{m+l})}{l2}$$
 for  $m = l$  sot

follows

Where

A<sub>m</sub> = morefully payments to be made to the QS for each month of the contract year n, or delians per follows: per month, or which QS delivers capacity pursuant to the early capacity option;

 around excellation rate associated with the plant cost of the Company's Avoided Unitie);

 around excellation rate associated with the operation and maintenance expense of the Company's Avoided Unit(s);

 m = year for which the fixed value of defined payments under the early capacity option are made to a QS, starting in your crustand ending in the year t.

the term, in yours, of the Standard Office Contract.

 $A_{+} = FI(1-R)(1-R)J$ 

Where:

 the controllative present value, in the year that the contractual payments will begin, of the avoided capital cost component of capacity payments which would have been made had capacity payments commenced with the anticipated in-nervice date of the Company's Avoided Unit's);

H = (1×i<sub>0</sub>)/(1+t)

 $\mathcal{A}_{+} = Gf(I-R)(I-R') f$ 

White

G = The cumulative present value, in the year that the contractual payments will begin, of the avoided fixed operation and muintenance expense component of capacity payments which would have been made had capacity payments communeed with the anticipated in-service date of the Computy's Avoided Unit(s).

R = (1+1)/(1+0)

The currently approved parameters applicable to the firmular shove are found in Appendix II.

(Continued on Sheet No. 10:310)

Issued by: S. F. Rossig, Director, Rates and Turiffs

Original Sheet No. 10.310

(Continued from Short No. 10.309)

### CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS - LEVELIZED AND EARLY LEVELIZED CAPACITY OPTION C & OPTION D. RESPECTIVELY

Monthly fixed value of deferral payments for levelized and early levelized sequelty shall be calculated as follows:

$$p_{\perp} = \frac{F}{I2} \times \frac{r}{I - (I + r)^4} + O$$

Whire:

P<sub>i,</sub> = the monthly levelized capacity payment, starting on or prior to the inservice date of the Company's Avoided Unit(s).

F — the carminitive present value, in the year that the commental payments will begin, of the avoided capital cost component of the capacity payments which would have been made had the capacity payments not been levelicent;

 the arrand discount rate, defined as the Company's incremental after-tax, cost of capital;

the term, in years, of the Standard Offier Contract;

 the monthly front operation and maintenance component of the expectly payments, calculated in accordance with calculation of the fixed value of defermi payments for the leveliced capacity or the early leveliced capacity options.

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

Option A

Sexteenth Revised Sheet No. 10.311 Cancels Fifteenth Revised Sheet No. 10.311

Option D

### APPENDIX II TO RATE SCHEDULE QS-2 2031 AVOIDED UNIT INFORMATION

The Company's Avoided Unit has been determined to be a 1,991 MW Combined Cycle Unit with an in-service date of June 1, 2031 and a contract beat rate of 5,990 Btu/kWh.

EXAMPLE STANDARD OFFER CONTRACT AVOIDED CAPACITY PAYMENTS

FOR A CONTRACT TERM OF TEN YEARS FROM THE IN-SERVICE DATE OF THE AVOIDED UNIT

(\$/KW/MONTH)

Option II Option C

Centract Year Normal Capacity Early Capacity Levelized Capacity Farly Levelized Capacity Payment Payment Payment Payment 2022 5 -2023 2024 5 -2025 8 -2026 2027 2028 2029 5 3.88 5 3.88 \$ 3.88 5 3.88 2030 2031 2032 2030 5 3.88 5 3.88 2033 \$ 3.88 2034 5 3.88 2035 5 338 5 3.88 2036 \$ 3.88 \$ 3.88 2037 2038 5 3.88 2039 5 3.88 29.40

### ESTIMATED AS AVAILABLE ENERGY COST

For informational purposes, the most recent estimated incremental avoided energy costs for the next ten years will be provided within thirty (36) days of written request.

### ESTIMATED UNIT FUEL COSTS/S/MMBno:

The most recent estimated unit fuel costs for the Company's avoided unit will be provided within thirty (30) days of written request.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

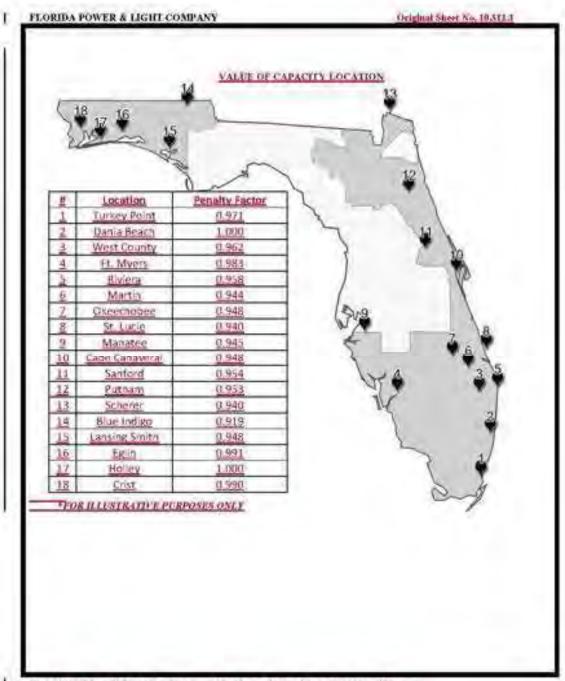
Effective: July 8, 2021

Ninth Revised Sheet No. 10.311.1 Cancels Eighth Revised Sheet No. 10.311.1

		IN ALL DOLLARS	
Where, i	for a or	no-year deferral:	Valu
VACo	-	Company's value of avoided capacity and O&M, in dollars per kilowatt per month, during month in:	\$3,8956
K):	-	present value of earnying charges for one dollar of inventment over L years with corying charges computed using sverage semnal rate base and assumed to be paid at the middle of each year and present valued to the middle of the first year.	1.4189
le :		total direct and indexest cost, in mid-year dollars per knowntt including APUDC but excluding CWIP,	0/7/37
On	$\sim$	of the Company's Avoided Unit with an in-service date of years; total fixed operation and maintenance expense, for the year n, in mid-year dollars per kilowatt per year, of the Company's Avoided Unit;	\$14.64
7			
le :		armail oscilation rate associated with the plant cost of the Company's AvoidedUnit,	2.00%
i.		armad evolution rate associated with the operation and maintenance expense of the Company's Avoided Unit,	2.50%
	-	arenal discount rate, defined as the Company's incomental after-tax cost of capital;	7,525
t		expected life of the Company's Avoided Unit;	41
n	-	year for which the Company's Avoided Lint is deferred starting with its original articipated in-service date and entirg with the termination of the Standard Offer Contract.	2633
		FIXED VALUE OF DEFERRAL PAYMENTS - EARLY CAPACITY OPTION PARAMETERS	
An	=	morthly capacity payments to be made to the QS starting on the year the QS elects to start receiving early capacity payments, in dollars per kilowatt per morth,	*
4		armuel esculation rate associated with the plant cost of the Company's Avoided Unit,	2.00%
		around escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit.	2.50%
*	*	year for which early capacity payments to a QS are to begin, (at the election of the QS early capacity payments may commonce any time after the actual in-service date of the QS facility and before the autoquited in-service date of the Company's avoided unit)	*
P	-	the cumulative present value of the avoided capital cost component of capacity payments which would have been made had capacity payments commenced with the articipated in-service date of the Company's Avoided Unit and continued for a period of 10 years.	5418.32
ř	_	annual discount rate, defined as the Company's incremental after-tex cost of capital;	T,52%
t		the term, in years, of the Standard Offer Contract for the purchase of firm capacity commencing in the year the QS elects to start receiving early capacity payments prior to the in-service date of the Company's Avoided Unit.	*
G.	9	the currelative present value of the avoided fixed operation and maintenance expense component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit and continued for a period of 10 years.	\$110.79



Issued by: TSfany Cohen Senter Director, Horubury Races, Com of Senter and Systems Develop Rates and Control Effective:



Issued by: Tiffing: Cohen. Senior Director, Regulatory Bates. Cost of Service and Seniors Effective:

Second Revised Sheet No. 10.313 Cancels First Revised Sheet No. 10.313

### TO THE STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY FROM BENEWABLE ENERGY FACILITIES OR QUALIFYING FACILITIES WITH A DESIGN CAPACITY OF 100 KW OR LESS PAY FOR PERFORMANCE PROVISIONS MONTHLY CAPACITY PAYMENT CALCULATION

- Monthly Capacity Payments (MCP) for each Monthly Billing Period shall be computed according to the following:
  - A. In the event that the Annual Capacity Billing Factor ("ACISP"), so defined below, is less than 80%, then no Monthly Capacity Psymmetrated be don. Their in:

MOP = 0

B. In the event that the ACRF is equal to re-greater than 80% but less than 94%, then the Monthly Capacity Proposed shall be calculated by using the following formula:

MCP = BCP x [1+4x (ACBF - 94%)] x CC

C. In the event that the ACBF is equal to or greater than 49%, from the Monthly Capacity Payment shall be calculated by using the following formula:

MCP = BCP x CC

Where

MCP - Monthly Capacity Payment in dollars.

BCP = Bure Capacity Payment in S/KW/Mooth as specified in FPL's Rate Scholide QS-2.

CC = Controlled Capacity in KW.

Actual Capacity Hilling Factor. This factor is exicutated using the 12 months rolling average of the Monthly Capacity Pactor. This 12 month rolling average shall be defined as the sum of the 12 consecutive Monthly Capacity Factors proceeding the date of calculation, devided by 12. During the first 12 consecutive Monthly Hilling Periods, communicing with the first Monthly Billing Period in which Capacity payments are to be made, the calculation of the Annual Capacity Silling Factor shall be considered as follows: (a) during the first Monthly Billing Period, the Annual Capacity Hilling Factor shall be computed by dividing the sum of the Monthly Capacity Factor. (b) thereafter, the calculation of the Annual Capacity Hilling Factor shall be computed by dividing the sum of the Monthly Capacity Factors during the first year's Monthly Billing Periods in which Capacity payments are to be made by the sumbles of Monthly Billing Periods which have simpost. This calculation shall be performed at the and of each Monthly Billing Period until enough Monthly Billing Periods have simpost to calculate a true 12-month solling average Annual Capacity Billing Factor. Periods during which the Fincility has temporarily set in Capacity equal to 0 KW dust to a Force Majorare event parament to

MCF = Morebly Capacity Factor. The warn of (i) the Hously Factors of the Non-Deputch House plus (ii) the Hously Factors of the Dispatch House or the Hously factors of the house when FPL requested eviluated deliveries pursuant to Sections 8.4.6 and 8.4.8 (Reduced Delivery Hous), divided by the number of house in the Monthly Billing Period.

Section to shall be excluded from the applicable capacity factor calculation.

HENDH — Hourly Factor of a Non-Enquate Hour. The energy received during the hour divided by the Committed. Capacity. For purposes of calculating the Hourly Factor of a Non-Disputch Hour the energy received shall not exceed the Committed Capacity.

HFDH = Houfy Factor of a Dispatch Hour or a Reduced Delivery Hour. The scheduled energy required disolded by the scheduled energy responsed. For purposes of calculating the Hearly Factor of a Dispatch Hour or the Hearly Factor of a Reduced Delivery Hour the scheduled energy received shall not exceed the scheduled energy required.

On-Peak House — Those house occurring April 1 through October 31 Mondays through Fridays, from 12 noon to 900 p.m. cucluding.

Memorial Day, Independence Day and Labor Day; and November 1 through March 31 Mondays through Fridays through 600 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. prevailing Eastern time excluding Thankagring Day, Christman Day and New Year's Day. FRI, shall have the right to change such On-Peak House by providing the QS a minimum of that'y calcular days' advance-retice.

Monthly Hilling = The period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing.

Period shall consist of the period beginning 12:01 a.m. on the Capacity Delivery Period Date and ending, with the last calendar day of each result.

Scholuled Energy and Dispatch Hours are as defined in Section 8.4.7 of the Standard Offer Commet.

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

Effective: August 27, 2015

Original Sheet No. 10.314

### AFFENDIX C TO THE STANDARD OFFER CONTRACT TERMINATION FEE

The Termination Fee shall be due sum of the volume for each month beginning with the rough in which the Capacity Delivery Date occurs through the month of termination (or month of calculation, as the case may be), computed according to the following formula:

Termination For - Termination For applicable to Capacity Payment Option plus Termination For applicable to Fixed Firm Energy Option

Termination Fee applicable to Capacity Payment Options B. C. D and E.

 $\Sigma$  (MCR+MCPC)  $s^{per}$ 

with: MCPC: = 0 for all periods prior to the in-service date of the Company's Avoided Unit,

where

i<sub>e</sub> = number of the Monthly Billing Period communing with the Capacity Delivery Date (i.e., the month in which Capacity Delivery Date occurs = 1; the month following the month in which Capacity Delivery Date occurs = 2; etc.)

 the number of Monthly Billing Percols which have elapsed from the month in which the Capacity Delivery Date occurs through the month of fermination (or month of calculation, as the case may be)

t = the future value of an amount factor receiving to compound a sum monthly so the minual percentage rate derived will equal FPL's incremental after tax avoided cost of capital (defined as r in QS-D). For any Monthly Billing Period in which MCPC, is greater than MCP, I stall equal 1.

MCR = Monthly Capacity Payment paid to QS corresponding to the Monthly Billing Period i, calculated in scoreducer with Appendix B.

MCPC: — Moreldy Capacity Payment for Option A corresponding to the Moreldy Billing Period i, calculated in accordance with QS-2

he the event that for any Morthly Edding Period, the computation of the value of the Capacity Payment Termination Fee for each Mouthly Edding Period (as set Sorth above) yields a value open to or greater than zero, the amount of the Capacity Payment Termination Fee shall be increased by the amount of teach value.

In the event that for any Merchly Billing Period, the computation of the value of the Capacity Physical Termination Fee for each Monthly Billing Period (as set forth above) yields a value less than zero, the amount of the Capacity Persons Termination Fee shall be decreased by the amount of such value expressed as a positive number (the 'Testral Reduction Value'); provided, however, that such limital Reduction Value shall be subject to the following adjustments (the Initial Reduction Value, as adjusted, the "Reduction Value").

- a. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor (ACBF), as defined in Appendix B in less than 80%, then the Initial Reduction Value shall be adjusted to equal zero (Reduction Value = 6), and the Capacity Payment Termination Fee shall not be reduced for the applicable Monthly Billing Pariod.
  b. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor (ACBF), as defined in Appendix B, is
- b. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor (ACBF), as defined in Appendix B, is equal to or ground than 80% but less than 94%, then the Reduction Value shall be determined as follows:

Reduction Value = Initial Reduction Value x [0.04 x (ACBF = 94%)]

For the applicable Monthly Billing Period, the Termination Fee shall be reduced by the amount of each Reduction Value

In no event shall FPL be hable to the QS at any time for any amount by which the Capacity Payment Termination Fee, adjusted in accordance with the foregoing, is less than zero (%).

### Termination For applicable to the Fixed Firm Energy Payment Option D

### Prior to in-nervice date of provided mit.

The Termination Fee for the Fixed Firm Energy Option shall be apost to the cumulative sum of the Fixed Firm Energy Payments made to the QS pursues to Option D, starting with the in-service date of the QS facility, for such hilling cycle. Each marrhyr shall reach the maximum amount on the billing cycle immediately proceeding the hilling cycle associated with the in-service date of the Avoided Unit.

### After in-entries, Arts of moided unit.

The Terromation For shall be decreased each hilling cycle following the in-service date of the avoided unit by an unionit equal to the difference between the projected Fixed Finergy Cost that was used in the calculation to determine the base energy cost to be fixed and amortized pursuant to Option D for such hilling cycle and the amortized Fixed First Energy Payment in costs KWH times the energy delivered by the QS not to exceed the MWH block specified in Appendix E.

Issued by Tiffany Cohen, Director, Rates and Tariffa

Effective: June 9, 2020

Original Sheet No. 10.315

### APPENDIX D TO THE STANDARD OFFER CONTRACT DETAILED PROJECT INFORMATION

Each digible Contract received by FPI, will be evaluated to determine if the underlying QS project is financially and technically viable. The QS shall, to the extent available, provide FPI, with a detailed project proposal which addresses the information requested below.

### L FACILITY DESCRIPTION

- · Project Name
- Project Location
  - Street Address
  - Site Plot Plan
  - · Legal Description of Site
- · Generating Technology
- Facility Classification (include types from statute)
- · Primary Fael
- · Alternate Fuel (if applicable)
- Committed Capacity
- · Expected In-Service Date
- Steam Host (for cogeneration facilities)
  - · Street Address
  - Legal Description of Steam Host
  - · Host's arrival stoom requirements (Bes'yr)
- Contact Person
  - · Individual's Name and Title
  - · Company Name
  - Address
  - Telephone Number
  - Telecopy Number

### IL PROJECT PARTICIPANTS

- Indicate the artition responsible for the following project management activities and provide a detailed description of the experience and capabilities of the embles:
  - · Project Development
  - · Siting and Licensing the Facility
  - Designing the Facility
  - · Constructing the Facility
  - · Securing the Fuel Supply
  - · Operating the Facility
- Provide details on all electrical generation facilities which are currently under construction or operational which was developed by the QS.
- Describe the financing structure for the projects citatrified above, multiding the type of financing used, the permanent financing term, the major tenders, and the percentage of equity invested at financial closing.

(Continued on Street No. 19.316)

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

Original Sheet No. 10.316

(Continued from Short No. 10.315)

### III. FUEL SUPPLY

- Describe all finds to be used to generate electricity at the Facility. Indicate the specific physical and characteristics
  of each find type (e.g., Dits content, sulfur content, set content, etc.). Identify special considerations regarding find supply
  origin, source and handling, storage and processing requirements.
- Provide annual fluit requirements (AFR) necessary to support the requirements pursuant to Section 366.91, Florida Statutes, and the plurned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fixel stapply arrangements in place to meet the ARFR in such year of the proposed operating life of the Facility. Use the estagoniss below to describe the current arrangement for accurring the AFR.

Category ewned =	Description of Fact Supply Amergement fact is from a fully developed source owned by one or more of the project participants.
contract =	fully executed firm fuel contract exists between the developer(s) and fuel supplier(s)
LOI+	a letter of intent for the field supply exists between developer(s) and field supplier(s)
REF -	penewable energy facility will burn biomain, waste, or another renewable resource
spot =	find supply will be punchased on the spot market
none =	no firm faul supply arrangement currently in place
other =	find supply arrangement which does not fit any of the above categories (plouse describe)

- Indicate the percentage of the Facility's AFR which is covered by the above fact supply arrangement(s) for each proposed operating year. The percent of AFR sovered for each experience year must total 100%. For fuct supply arrangements identified as owned, contract, or LOI, provide documentation to support this category and explain the fuel price mechanism of the arrangement. In addition, indicate whether or not the fael price includes delivery and, if so, to what location.
- Describe flui transportation networks available for delivering all primary and secondary fiel to the Facility site. Indicate flue mode, route and distance of each segment of the journey, from fiel source to the Energy Facility site. Discuss the current status and perfunent factors impacting future availability of the transportation network.
- Provide armal fact transportation requirements (AFTR) necessary to support planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the find transportation arrangements in place to meet the AFTR in each year of the proposed operating life of the Energy Facility. Use the entegories below to describe the current arrangement for securing the AFTR.

owned =	fisel transport via a fielly developed system owned by one or more of the project participants
contract =	fully executed firm transportation contract exists between the developen(s) and fuel transporter(s)
LOI =	a letter of intent for fael transport exists between developer(s) and fael transporter(s)
Spot =	faci transportation will be purchased on the spot market
ponz =	no firm fiel transportation arrangement currently in place
other =	fuel transportation arrangement which does not fit any of the above sutegories (please describe)

- Indicate the percentage of the Facility's AFR, which is covered by the above fuel supply arrangement(s) for each proposed
  operating year. The percent of AFR covered for each operating year must total 100%. For field supply arrangements adentified
  as owned, contract, or LOS, provide documentation to support this category and explain the transportation price mechanism of
  the arrangement.
- Provide the maximum, maximum, and average fiel inventory levels to be maintained for primary and secondary fiels at the Facility site. List the assumptions used in determining the inventory levels.

(Continued on Short No. 19.317)

Issued by: S. F. Rossig, Director, Rates and Tariffs

Original Sheet No. 10.317

(Commod from Short No. 10.316)

### IV. PLANT DISPATCHABILITY/CONTROLLABILITY

- Provide the following operating characteristics and a detailed explanation supporting the performance capabilities indicated.
  - · Ramp Rate (MW/minute)
  - Peak Capability (% above Committed Capacity)
  - Minimum power level (% of Committed Capacity)
  - · Facility Turnaround Time, Hot to Hot (hours)
  - Start-up Time from Cold Shutdown (hours)
  - Unit Cycling (# cycles/yr)
  - MW and MVAR Control (AGC, Manual, Other (please explain))

### V. SITING AND LICENSING

- Provide a Reensing/permitting milestone schedule which lists all permits, licenses and variances required to site the Facility.
   The milestone schedule shall also identify key milestone dates for baseline moretoning, application preparation, agency review, certification and licensing/siting board approval, and agency permit issuance.
- Provide a homomy/parmitting plan that addresses the issues of air emissions, water use, wastewater discharge, weflands, endangered species, protected properties, solid worte, surrounding land use, zoning for the Facility, associated linear facilities, and support of and opposition to the Facility.
- List the emissionreffluent discharge limits the Facility will meet, and describe in detail the pollution control egupment to be used to meet these limits.

### VI. FACILITY DEVELOPMENT AND PERFORMANCE.

- Submit a detailed engineering, procurement, construction, shartup and commercial operation schedule. The schedule shall include milestones for site acquisition, engineering phases, selection of the major equipment venders, architect engineer, EPC contractor, and Facility operator, steam host integration, and delivery of major equipment. A discussion of the current status of mach malestone should also be included where applicable.
- Attach a diagram of the power block arrangement. Provide a list of the major ogaipment vendors and the name and model number of the major ogaipment to be installed.
- Provide a detailed description of the proposed invironmental corteol technology for the Facility and describe the capabilities of the proposed technology.
- Attach preformacy flow diagrams for the steam system, water system, and find system, and a main electrical one line diagram
  for the Facility.
- State the expected host rate (100V) at 75 degrees Falzenheit for loads of 100%, 75%, and 50% in addition, attach a professionary host belance for the Facility.
- [NOTE: add any requirements related to demonstrating that the facility recets the requirements under the statute or applicable rules)

(Continued on Sheet No. 10:318)

Issued by: S. F. Rossig, Director, Rates and Tariffs

Original Sheet No. 10.318

(Continued from Sheet No. 10.317)

### VII. FINANCIAL

- Provale FPL with assurances that the proposed QS project is financially viable consistent with FPSC Rule 25-17 0832(4) (c) by attaching a detailed pro-forma cash flow analysis. The pro-forma must include, at a minimum, the following assumptions for each year of the project.
  - Annual Project Revenues
    - Copacity Payments (\$ and \$/KW/Mo)

    - Energy (5 and 5/MWh)
    - Steam Revenues (\$ and %Tb.)
    - · Tipping Fees (\$ and \$/ton)
    - Interest Income
    - Other Revenues
    - Variable O&M Excitation (%/yr):
    - Energy Escalation (\*∀yr)
    - . Steam Escalation (Nyyr)
    - Tipping Fee Escalation (%/yr)
  - Annual Project Expenses
    - Fixed O&M (\$ and \$/KW/Mo)
    - Variable O&M (Kand KMWh)
    - Energy & and \$/MWid
    - Property Tuxes (3)
    - Instruce (5)
    - Emission Compliance (\$ and \$/MWh)
    - Depreciation (\$ and %yr)
    - Other Expenses (S)
    - Fixed O&M Escalation (%/yr)
    - Variable O&M Esculation (%/yr)
    - Energy Esculation (%/yr)
  - Other Project Information
    - Installed Cost of the Energy Facility (5 and 5/KW)
    - · Committed Capacity (KW)
    - Average Heat Rate HHV (MRTU/KWh)
    - Federal Income Tax Rate (%)
    - Facility Capacity Factor (%)
    - Energy Sold to FPL (MWH)
  - · Pennagent Financing
    - Permanent Financing Term (yzs)
    - · Project Capital Structure (percentage of long-term debt, subordinated debt, tax exempt debt, and equity)
    - Financing Costs (cost of long-term debt, subordinated debt, tax exampt debt, and equity)
    - Annual Interest Exposes
    - Annual Debt Service (8)
    - Amortization Schedule (beginning balance, interest expense, principal reduction, ending balance)
- Provide details of the financing plan for the project and indicate whether the project will be non-secourse project financed. If it will not be project financed please explain the alternative financing arrangement.
- Submit financial statements for the last two years on the principals of the project, and provide an illustration of the project ownership structure.

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

Original Sheet No. 10319

Term of Contract			
Execution date Termination date			
Firm Capacity Ra	lea		
Commencement da	ite for deliverse	s of Firm Energy and Capacity	-77
Capacity Payment ( If Option E is selec		(from available Options A through - E) symest stream	
Schedule of Capaci	ty Payments to	be provided by the Company based on applicable p	unmeters follows:
	Yes	S/KW/Month	
		applicable to energy produced by the QS and delive	red to the Company (from
	D)	pplicable to energy produced by the QS and delive	red to the Company (from
Energy payment Option A or B and	D)	applicable to energy produced by the QS and delive	red to the Company (from
Energy payment Op Option A or B and Select from Option And Select D If Option D is select of the Base Energy	D) A or B  tied by the QS; Costs associate	the Company and the QS mutually agree on fixing a dwith the Avoided Unit	and amortizing the follows
Energy payment Option A or B and Select from Option And Select D If Option D is select of the Base Energy	D) A or B  sted by the QS; Costs associate	the Company and the QS mutually agree on fixing a d with the Avoided Unit	and amortizing the follows
Energy payment Op Option A or B and Select from Option And Select D If Option D is select of the Base Energy Projected Energy C	D) A or B  ted by the QS; Costs associate  cut of Energy F	the Company and the QS mutually agree on fixing of with the Avoided Unit	and amortizing the follows
Energy payment Option A or B and Select from Option And Select D If Option D is select of the Base Energy	D) A or B  ted by the QS; Costs associate  cut of Energy F	the Company and the QS mutually agree on fixing a d with the Avoided Unit	and amortizing the follows
Energy payment Op Option A or B and Select from Option And Select D If Option D is select of the Base Energy Projected Energy C	D) A or B  ted by the QS; Costs associate  cut of Energy F	the Company and the QS mutually agree on fixing of with the Avoided Unit	and amortizing the follows

Issued by S. E. Rossig, Director, Rates and Tariffs Effective: May 22, 2007

### 2022 Consolidated Tariff Book April 1, 2022 Proposed Format

Second Revised Sheet No. 8.934 Cancels First Sheet No. 8.934

### (Commond from Short No. 8 933).

### MONTHLY SUBSCRIPTION FPL SOLARTOGETHER PARTICIPANT RATES

		Phi	se I	
	Particip	wnt	Low Income	Participant
Participant Program Year	Subscription Charge SAW-Month	Subscription Credit &AWh	Subscription Charge S/kW-Month	Subscription Credit \$'kW-Month
1	\$6.76	(3.59792)	\$5,57	(\$6.27)
2	\$6.76	(3.65189)	\$5.57	(\$6.27)
3	\$6.76	(3.70667)	\$5.57	(\$6.27)
4	\$6.76	(3.76227)	\$5.57	(\$6.27)
5	\$6.76	(3.81870)	\$5,57	(56,27)
6	\$6.76	(3.87598)	\$5.57	(\$6.27)
7	\$6.76	(3.93412)	\$5.57	(\$6,27)
8	\$6.76	(3.99313)	\$5.57	(\$6.27)
9	\$6,76	(4.05303)	\$5.57	(\$6,27)
10	\$6.76	(4.11383)	\$5.57	(\$6.27)
11	\$6,76	(4.17554)	\$5.57	(\$6.27)
12	\$6.76	(4.23817)	\$5.57	(\$6.27)
13	\$6.76	(4.30174)	\$5.57	(\$6:27)
14	\$6.76	(4.36627)	\$5.57	(\$6.27)
15	\$6.76	(4.43176)	\$5.57	(\$6.27)
16	\$6.76	(4.49824)	55.57	(86.27)
17	\$6.76	(4.56571)	\$5.57	(\$6.27)
18	\$6.76	(4.63420)	\$5.57	(\$6.27)
19	\$6.76	(4.70371)	\$5.57	(\$6.27)
20	\$6.76	(4.77427)	\$5.57	(\$6.27)
21	\$6.76	(4.84588)	\$5.57	(\$6.27)
22	\$6,76	(4.91857)	\$5.57	(\$6,27)
2.3	\$6.76	(4.99235)	85.57	(\$6.27)
24	\$6,76	(5.06724)	\$5.57	(\$6.27)
25	\$6.76	(5.14325)	\$5.57	(\$6.27)
26	\$6.76	(5.22040)	\$5.57	(\$6.27)
27	\$6.76	(5.29871)	\$5.57	(\$6.27)
28	\$6.76	(5.37819)	\$5.57	(56.27)
29	\$6.76	(5.45886)	\$5.57	(\$6.27)
30	\$6.76	(5.54074)	\$5.57	(\$6.27)
31	\$6.76	(5.62385)	\$5.57	(\$6.27)
32	\$6.76	(5.70821)	\$5.57	(\$6.27)
33	\$6.76	(5.79383)	\$5.57	(\$6.27)
34	\$6.76	(5.88074)	55.57	(\$6.27)
35	\$6.76	(5.96895)	\$5.57	(\$6.27)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: April 1, 2022

# 2022 Consolidated Tariff Book April 1, 2022 Legislative Format

Second Resilied Short No. 9,934 Cancels Oriental Fast Short No. 8,934

### (CommunitareObject No. 8 933)

### MONTHLY SUBSCRIPTION FPL SOLARY OGETHER PARTICIPANT RATES

		Phine 1						
	Partic	igand	Law Income	Participant				
Participant Program Year	Subscription Charge SAW-Month	Subscription Credit E&Wh	Subscription Charge 5 kW-Month	Subscription Credit 5/kW-Month				
1	\$6.76	(3.404(4)(7.59792)	\$5.57	(\$6.27)				
2	\$6.76	(3.46256)(3.65189)	\$5.57	(56,27)				
1	56.76	(4.83142)(3.70667)	\$9,57	(\$6.27)				
4	56.76	(4.58129)(3.76227)	55.57	(56.27)				
- 5	56.76	(3.44217)(3.21270)	\$5,57	(\$6,27)				
6	\$6.76	(3.30400)(3.97598)	\$5.57	(\$6,27)				
7	\$6.76	(3.76706)(3.934(2)	55,57	(\$6.27)				
- X	\$6,76	(3.88140)(3.99313)	\$5,57	(86.27)				
9	\$6.76	(3.49622)(4.05)03)	35.57	(\$6.27)				
10	56.76	(3.06346)(4.11383)	\$5.57	(56.27)				
	56.76	(4.420K2)(4.17554)	55.57	(\$6.27)				
12	56.76	(4.098883)(4,238)(7)	\$5.57	(\$6.27)				
13	\$6.76	(4-16800)(4.30174)	\$3.57	(56.27)				
-14	56.76	(4.35886)(4.36627)	\$5.57	(\$6:27)				
1.5	\$6.76	(4-31002)(3-43 [7h])	\$5.57	(56.27)				
16	56.76	(4.38430)(4.49874)	35.57	(\$6.27)				
47	\$6.76	(4.43873)(4.56571)	\$5.57	(56.27)				
18	\$6.76	(4.53453)(4.63420)	\$5.57	(\$6.27)				
10	56.76	(4.61362)(4.70371)	\$8.57	(56.27)				
20	36.76	(4/49/02)(4,77427)	85.57	(\$6.27)				
21	\$6.76	(4,7447.5)(1,84588)	\$5.57	(56:27)				
22	\$6.76	(4.85083)(4.91857)	\$5.57	(56.27)				
23	\$6.76	(4.0323m(1.99235)	\$5.57	(\$6,27)				
21	\$6.76	(4.01716)(5.06724)	55.57	(86.27)				
25	\$6.76	(4-1-11-1-15)(5,14325)	\$5.57	(\$6,27)				
26	\$6.76	(4.48920)(5.22010)	\$5.57	(56.27)				
22	\$6.76	(6-3771145-29871)	\$5.57	(\$6.27)				
28	\$6.76	(4.46T) THE 17KIN)	33,57	(\$6.27)				
29	\$6,76	FE-45837W3-4588E)	\$5.57	(56.27)				
30	\$6.76	(5.55116)(5.54074)	\$5.57	(\$6.27)				
31	56.76	(5.62385)	\$5.57	(56,27)				
3.2	\$6.76	(5.70871)	\$5.57	(\$6.27)				
23	\$5,70	(5.79383)	\$5.57	(56.27)				
34	\$6.76	(5.88074)	55.87	(\$6.37)				
35	56.76	(5.96895)	35.57	(\$6,27)				

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022 April 1, 2022

### Revised Exhibit C

2023 Tariffs Proposed and Legislative

# Tariff Section 4 Proposed Format

Twenty-Fifth Revised Sheet No. 4.020 Cancels Twenty-Fourth Revised Sheet No. 4.020

### SERVICE CHARGES

Connection of Initial Service - A \$13.00 service charge will be made for an initial connection.

Reconnection Clarge - A \$5.00 Reconnection Charge will be made for the reconnection of service after disconnection for nonpayment or violation of a rule or regulation.

Competion of Existing Service - A 39:00 service charge will be made for the connection of an existing account.

A Returned Payment Change as allowed by Florida Staints 68.665 shall apply for each check or draft dishenered by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the Returned Payment Charge.

Charges for services due and rendered which are impaid as of the past due date one subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental emittee, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate to greater than allowed, and in a manner permitted, by applicable law.

Field-Visit Charge - Whenever payment for service is defougant and a field visit is made to a customer's premise, a \$26.00 for will be added to a customer's bill for electric service. If service is disconnected, this charge will not be applied.

FFI, may waive the Reconnection Charge, Returned Psyment Charge, Late Psyment Charge and Field Visit Charge for Customers affected by natural dissettes or during periods of declared arrangencies or once in any twelve (12) month period for any Customer who would otherwise have had a satisfactory payment record (as defined in 25-6.097(2) FA.C.), upon acceptance by FPI, of a reasonable explanation justifying a waiver. In addition, FPI, may waive the oberge for connection of an existing account and the charge for an initial econnection for new or existing Customers affected by natural diseases or during periods of declared emergencies.

### CONSERVATION INSPECTIONS AND SERVICES

Residential Dwelling Units:

The Company will offer energy sadits to customers in accordance with Commission Rule 25-17 903, Florida Administrative Code.

General Service Industrial:

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

Ninth Revised Sheet No. 4.030 Cancels Eighth Revised Sheet No. 4.030

### TEMPORARY/CONSTRUCTION SERVICE

### APPLICATION

For temporary electric service to mutallations such as fains, exhibitions, construction projects, displays and nimilar installations.

### SERVICE

Single phase or three phase, 60 hertz at the available standard according distribution voltage. This service is available only when the Company has existing capacity in lines, transformers and other equipment at the requested point of delivery. The Castomer's service entrance electrical cable shall not exceed 200 Amp capacity.

### CHARGE:

The non-refundable charge must be paid in advance of installation of such facilities which shall include service and metering equipment.

Installing and removing overhead service and meter

\$390.98

Connecting and disconnecting Customer's service cable to Company's direct-bursed underground facilities including initialistics and removal of motor.

\$190.60

### MONTHLYRATE

This temporary service shall be billed under the appropriate rate schedule applicable to general service and industrial type installations.

### SPECIAL CONDITIONS

If specific electrical service other than that stated above is required, the Company, at the Customer's request, will provide such service based on the estimated cost of labor for installing and removing such additional electrical equipment. This estimated cost will be payable in advance to the Company and subject to adjustment after removal of the required facilities. All Temporary/Construction services shall be subject to all of the applicable Rules. Regulations and Tariff charges of the Company, including Service Charges.

# Tariff Section 7 Proposed Format

Eighth Revised Sheet No. 7.030 Cancels Seventh Revised Sheet No. 7.030

### COMMUNITIES SERVED

PALM BEACH (CONT D) PUTNAM Grilden Lakes Crescent City Gelf East Pulatka Golfriere Interlachen Lundy Pulotka Gremactes Gulf Stream Pomona Park Hamptons at Boca Raton: Satatima Higwerhill. Websha High Point Unincorporated - Patnam Highland Beach Hypoluso SANTA ROSA\* Jumo Fleuch City of Milton City of Gulf Broom Japiter

Jupiter Inbet Colony Unicorporated - Santa Rosa Kings Point Lake Clarke Shores SARASOTA Lobe Perk Hee Ridge Lakeside Green Desito Lakes Englewood Lantana Loudutobee Groves Emitville Morgonia Park Gulf Gate Entates Mission Bay Kennigoton Park North Polm Beach Lake Samota Laurel

Ocean Ridge Okselanta Longboat Key - Sarasota Pahokee Nokemin Paim Beach North Port Palin Beach Gardens North Sumsons Caprey Ridge Wood Heights Palm Beach Shores Palm Sprongs Rainbow Lakes Serroctio Surmota Beach Surmota Riniera Beach Royal Palm Beach

Springs Sandlefoot Cove. Siestn Key South Gate Ridge South South Buy South Palm Beach Saranota South Venice Sun Valley Southgate Tequesta. Villager of Oriole The Meadows Wellington Vamo. West Palm Beach Venice Venice Gardena Whisper Walk

Whisper Walk
Unincorporated - Palm
Beach
Warm Minoriel Springs
Unincorporated - Sarusota

Chaluton
Geneva
Lake Mary
Lake Menroe
Sanford
Summer Haven
Unincorporated - Seminole

SEMINOLE

ST. JOHNS
Amstrong
Brider Beach
College Park
Crescent Beach
Distin
Hantings
Hilden
St. Augustine
St. Augustine Beach

St. Augustine Shores

South Penta

Vestra Beach Vermont Heights Villano Beach Yelvington Unincorporated - St. Joins

SELECTE
Antona
Indian River Estates
Lalcowood Park
Port St. Lucie
River Park
Walten
White City

SUWANNEE Honaton Live Ouk Wellbom

Unincorporated - Suwannee

Unicorporated - St. Lucie

Lake Butter Radeed

VOLUSIA

Unincorporated - Union

Allambde
Ariel
Daytona Beach
Daytona Beach
Daytona Beach
Edgewater
Holly Hill
Mastown
Oak Hill
Ocmond Beach
Comond-by-the-Sea
Osteen
Ponce Inlet
Port Orange
South Daytona
Unincorporated - Volunta

WALTON\*
City of DeFuniol: Springs
Pacton
Unionpointed - Walton

WASHINGTON\* Caryville Chipley Vernos

Unicorporated - Washington

Rates are subject to the limitations stated in the AVAILABILITY section of their corresponding tariff sheets. Rates are available to all communities served with the following exceptions:

\*Transition Rider Credit (Sheet No. 8 (90.2) and the Volumary Solar Partnership Ruler (Sheet No. 8 930) are not available applicable to communities served in the following counties: Bay, Escansbia, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington.

\*Transition Rider Charge (Sheet No. 8.030.3), Hurricane Michael Storm Restoration Recovery Charge (Sheet No. 8.030.4), Hurricane Sally Storm Restoration Recovery Charge (Sheet No. 8.030.5), and the Curtailable Load Limited Availability Experimental Rider (Sheet Nos. 8.686 – 8.689) are only available applicable to communities served in the following counties: Boy, Escambia, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington.

# Tariff Section 8 Proposed Format

### Sixty-Fifth Revised Sheet No. 8.010 Cancels Sixty-Fourth Revised Sheet No. 8.010

RATE SCHEDULE	DESCRIPTION	SHEET NO
BA	Billing Advantments	8.030
G8-1	General Service - Non Demand (0-24kW)	8.101
G87-1	General Service - Non Domand - Time of Use (0-24kW)	8.103
GSD-I	General Service Domand (25-699 kW)	8.105
GSD-IEV	Electric Vehicle Charging Infrastructure Rider Pilot	8.106
GBDT-1	General Service Demand - Time of Use (25-499 kW)	8.197
HOC	Genural Service Load Management Program	8.109
NSMR.	Non-Shardard Motor Rider	8.120
GSCU-1	General Service Constant Usago	8.122
RS-I	Residential Service	8.201
FLAT-I	Residential/Commercial Fixed Rate	8.202
RTR-I	Residential Time of Use Rider	B.203
CU	Common Use Facilities Rider	8.211
RS-REV	Roudental Electric Vehicle Changing Services Rider Pilot	8.213
ROC	Residential Loud Mongoment Program	8.217
GSLD-I	General Service Large Demand (500-1999 kW)	8.310
GSLD-IEV	Electric Vehicle Charging Infrastructure Rider Pilot	8.311
GSLDT-I	General Service Large Demand - Time of Use (500-1999kW)	8.320
CS-1	Cartalable Senice (500-1999 kW) (Closed Schedule)	8.330
CST-I	Curtailable Service -Time of Use (500-1999 kW) (Closed Schodale)	8 340
GSLD-2	General Service Lune Domand (2000 kW+)	8.412
GSLDT-2	General Service Large Demand - Time of Use (2000 EW+)	8.420
HLFT	High Lead Flatte - Time of Use	8.425
(S-2	Curtalishie Service (2000 kW +) (Closed Schodule)	8.432
		8.440
CST-2	Curtailable Service -Time of Use (2000 kW+) (Closed Scharble)	8.440
CST-3	Curtailable Service -Time of Use (69 kV or above) (Closed Schedule)	2000
CS-3	Curtailable Service (69 kV or above) (Closed Schodule)	8.545
GSLD-3	General Service Large Demand (69 kV or above)	8.551
GSLDT-3	General Service Large Domand - Time of Use (69 kV or above)	8.552
08-1	Sports Field Service (Closed: Schedule)	8.662
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
CL.	Curtailable Load Limited Availability Experimental Rider (Closed Schedule)	100
SL-1	Street Lighterg (Closed Schohde)	8.715
SE-IM	Stroot Lighting Metunol Service	8.768
PL-I	Premium Lighting (Closed Schedule)	8,720
0L-I	Outdoor Lighting (Closed Schedule)	8.725
8L-3	Traffic Signal Service (Closed Schodule)	8.730
SL-2M	Traffic Signal Meterod Service	36.731
LT-I	LED Lighting	8.735
OS FII	Outdoor Service (Closed Schedule)	8.739
RL-1	Recrustional Lighting (Closed Schedule)	8.743
SST-1	Standby and Sopplemental Service	8.750
1587+1	Interruptible Standby and Supplemental Service	8.760
EDR	Economic Divelopment Rider	8.800

### Original Sheet No. 8,011

Economia Development Rider – Large EDR. 8.802 Transformation Rider 8.820 Sosseral Demand – Time of Use Rider 8.830 Sopplemental Power Services Rider Pilot 8.845 SR Existing Facility Economic Development Rider 8.900 Business Incentive Riden (Closed Schodules) 8.901 Commercial Industrial Service Rider 8.910 Voluntary Sider Partnership Pilot Program 8.930 Sciar Togother Rider 8.932 Utility-Owned Public Changing for Electric Volucies Pilot 8.936 Sciar Power Facilities Pilot Rider 8.939	DRL         Economic Development Rider – Large EDR         8.892           R         Transferention Rider         8.820           DTR         Souscal Demark – Time of Use Rider         8.830           ISP-1         Supplemental Power Services Rider Filor         8.845           FEDR         Existing Facility Economic Development Rider         8.900           III.         Business Incentive Riders (Closed Schodules)         8.901           ISR         Commercial/Industrial Service Rider         8.910           ISP         Voluntary Sofar Partnership Filor Program         8.930           TR         Sofar Togother Rider         8.932           EV         Utility-Owned Public Changing for Electric Vehicles Filor         8.936           PF-1         Sofar Power Facilities Filor Rider         8.939	DRL         Economic Development Rider – Large EDR.         8.802           R         Transferention Rider         8.820           DTR         Souscal Demark – Time of Use Rider         8.836           ISP-1         Supplemental Power Services Rider Filor         8.845           FEDR         Existing Facility Economic Development Rider         8.900           III.         Business Incentive Riders (Closed Schodules)         8.901           ISR         Commercial/Industrial Service Rider         8.910           ISP         Voluntary Sofar Partnership Filor Program         8.920           TR         Sofar Together Rider         8.932           EV         Utility-Owned Public Changing for Electric Vehicles Filor         8.936           PF-1         Sofar Power Facilities Filor Rider         8.939	DRL         Economic Development Rider – Large EDR.         8.802           R         Transferencien Rider         8.820           DTR         Seasonal Demand – Time of Use Rider         8.830           ISP-1         Supplemental Power Services Rider Filor         8.845           FEDR         Existing Facility Economic Development Rider         8.900           III.         Business Incentive Riders (Closed Schodules)         8.901           ISR         Commercial/Industrial Service Ficher         8.910           ISP         Voluntacy Sofar Partmentap Filor Program         8.950           TR         Sofar Togother Rider         8.932           EV         Utility-Owned Public Changing for Electric Vehicles Filor         8.936           PF-1         Sofar Power Facilities Filor Rider         8.937	DRL         Economic Development Rider – Large EDR         8.802           DR         Transformation Rider         8.820           EDTR         Seasonal Demand – Time of Use Rider         8.830           SSP-1         Supplemental Power Services Rider Pilot         8.845           IFEDR         Existing Facility Economic Development Rider         8.900           IIR         Business Incustive Riders (Closed Schodules)         8.901           ISR         Commercial/Industrial Service Rider         8.910           ISP         Voluntary Solar Partmentajo Pilot Program         8.950           ISP         Solar Togother Rider         8.932           IV         Utility-Owned Public Charging for Electric Vehicles Pilot         8.936           PF-1         Solar Power Facilities Pilot Rider         8.937	NODEL OWER GEOR	11 (3/30/2011	Original Suret; o
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28-1 Commercial Electric Vehicle Charging Services Rider Pilot 8.942	EVCS-1 Commercial Electric Vehicle Charging Services Rider Pilot 8.942	EVCS-1 Commercial Electric Vehicle Charging Services Roder Filot 8.942	EVCS-1 Commercial Electric Vehicle Charging Services Rider Pilot 8.942	EVCS-1 Commercial Electric Vehicle Charging Services Rider Pilot 8-942	SPF-L		
					EVC8-1		8.942

Sixth Revised Sheet No. 8.030.2 Cancels Fifth Revised Sheet No. 8.030.2

(Continued from Sheet No. 8:090.1)

### TRANSITION RIDER CREDIT

The following charges shall be applied to the Monthly Bate of each rate schedule as indicated and were calculated in accordance with the formula approved by the Florida Public Service Commission. The Transition Rider Credit is applicable to all accounts within the service area previously served by FPL prior to January 1, 2022. It shall be applied monthly beginning January 1 through and including December 31 for a period of five years as specified below:

Rate Schodule	20	02	20	23	2024		2025		29	26
Rang permining	ekWh	\$/\$/W	ekWh	5.8.W	e/kWh	M/k/W	44/0/6	5.8W	e/kWh	54W
ALL, KWH RS-1, RTR-1	(0.198)		(0.158)		(0.119)		(0.079)		(0.040)	
G8-1, G8T-1	(0.157)		(0.126)		(0.094)		(0.063)		(0.031)	
GSD-1, GSD-1EV, GSDT-1, HLFT-1, SDTR-1		(0.61)		(0.49)	ĺ	(0.37)		(0.24)		/0.12
GSLD-1, GSLD-1EV GSLDT-1, CS-1, CST-1, HLFT-2, SDTR-2		(9.60)		(0.48)		(0.36)		(0.24)		(0.12
GSLD-2, GSLDT-2, CS-2, CST-2, HLFT-3, SDTR-3		(0.57)		(0.46)		(0.34)		(0.23)		(0.11
GSLD-3, GSLDT-3, CS-3, CST-3		(0.52)		(0.42)		(0.31)		(0.21)		(0.10
OS-2	(0.273)	ii i	(0.218)		(0.164)		(0.109)		(0.055)	
MET		(0.58)		(0.46)		(0.35)		(0.25)		(0.12
CILC-t(G)		(0.58)		(0.46)		(0.35)		(0.23)		(0.12
CILC-I(D)		(0.58)		(0.46)		(0.35)		(0.23)		(0.12
CILC-I(T)		(0.51)		(0.41)		(0.31)		(0.20)		(0.10
SL-1, SL-1M, PL-1, LT-1	(0.518):		(0.41.4)		(0.311)		(0.207)		(0.104)	
OL-1, RL-1	(0.518)		(0.414)		(0.311)		(0,207)		(0.101)	
SL-2, SL-2M, GSCU-1	(0.161)		(0.129)		(0.097)		(0.064)		(0.032)	
	BDC	DDC	RDC	DDC	RDC	DOC	RDC	DDC	EDC	DDC
	\$4W	SkW	\$/kW	\$4W	\$4W	\$AW	\$4W	5/kW	\$4W	\$4W
881-1(1),1881-1(1)	(9.98)	(0.04)	(0.06)	(0.03)	(0.05)	(0:02)	(0.00)	(0.02)	(0.02)	(0.01
887-1(DE), 887-1(DE) 887-1(DE), 1887-1(DE)	(0.08)	(0.00)	(0.06)	(0.03)	(0.05)	(0.02)	(0.03)	(0.02)	(0.02)	(0.01

(Continued on Sheet No. 8,030.3)

Original Sheet No. 8.030.3

(Continued from Sheet No. 8.030.2)

### TRANSITION RIDER CHARGE

The following charges are applied to the Monthly Rate of each rate schedule as indicated and were calculated in accordance with the formula approved by the Florida Public Service Commission. The Transition Rider Charge is applicable to all accounts within the service area previously served by Gulf Power. It shall be applied monthly beginning January 1 through and including December 31 for a period of five years as specified below:

Rate Schedule	20	22	292	13	20	24	200	15	20	26
Check Social States	645Wh	\$4.90	pkWb	33W	ga.Wh	3/kW	(c439%)	5/3/W	g/kWh	SW
ALL KWH RS-1, RTR-1	2.106		1.685		1.264		0.842		0.421	
GS-1, GST-1	2.425		1.940		1.455		0.970		0.485	
GSD-1, GSD-1EV, GSDT-1, HLFT-1, SDTR-1	1.616		1.293		0.970		0,647		0.323	
GSLD-1, GSLD-1EV, GSLDT-1, CS-1, CST-1, HLFT-2, SDTR-2		5.67		454		3.40		227		1.13
GSLD-2, GSLDT-2, CS-2, CST-2, HLFT-3, SDTR-3		6.60		5.28		3.96		2.64		1.32
GSLD-3, GSLDT-3, CS-3, CST-3		4.92		3.93		2.95		1.97		0.98
08-2	1.636		1.309		0.982		0.655		0.327	
CILC-1(0)		5.50		4.47		3.36		224		1.12
CILC-I(D)		5.50		4.47		3.36		2.24		1.12
CILC-I(T)		4.92		3.93		2.95		1.97		0.98
SL-1, SL-1M, PL-1, LT-1	2.876		2.301		1.726		1.150		0.575	
OL-1, RL-1	2.876		2.301		1.726		1.150		0.575	
OS PII	2.876		2.301		1.726		1.150		0.575	
SL-2, SL-2M, GSCU-I	2.876		2.301	-	1.726	- 0	1.150		0.575	
	RDC	DDC	BDC	DDC	RDC	DDC	RDC	DDC	RDC	DDC
	s/kW	\$&W	5/kW	5/kW	5/kW	\$/kW	S/kW	\$4W	\$4:W	skw
SST-1(T), ISST-1(T)	0.84	0.40	0.67	0.32	0.50	0.24	0.34	0.16	0.17	0.08
SST-1(DI), SST-1(D2) SST-1(D3), ISST-1(D)	0.84	0.40	847	6.52	0.50	0.24	0.34	0.16	6.17	0.06

(Continued on Shart No. 8 030-4)

Original Sheet No. 8.030.4

(Continued from Sheet No. 8.030.3)

### HURRICANE MICHAEL STORM RESTORATION RECOVERY

### APPLICATION:

The Storm Restoration Recovery Surcharge is designed to recover incremental storm-related costs incurred by the Company related to Hurricane Michael. It is applicable to all accounts within the service area previously served by Gulf. Power. The factor is applicable to the Energy Charge under FPL's various rate schedules.

Rate Schedule	g kWh
ALL KWH RS-1, RTR-1	0.800
GS-1, GST-1	0.881
GSD-1, GSDT-1, GSD-1EV, HLFT-1, SDTR-1	0.443
GSLD-1, GSLDT-1, GSLD-1EV, CS-1, CST-1, HLFT-2, SDTR-2	0.347
GSLD-2, GSLDT-2, CS-2, CST- 2, HLFT-3, SDTR-3	0.234
05LD-3, 05LDT-3, CS-3, CST-3	0.234
OS-2	1.178
CILC-1(G)	0.347
CILC-1(D)	0.347
CILC-1(T)	0.234
SL-1, SL-1M, PL-1, LT-1	1.178
OL-1	1.178
OSTAL	1.178
SL-2, SL-2M, GSCU-1	1.178
SST-1(T), ISST-1(T)	0.234
5ST-1(D3), SST-1(D2) SST-1(D3), ISST-1(D)	0.234

(Continued on Sheet No. 8,030.5)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Original Sheet No. 8.030.5

(Continued from Sheet No. 8 030.4).

### HURRICANE SALLY STORM RESTORATION RECOVERY

### APPLICATION:

The Storm Restoration Recovery Surcharge is designed to recover incremental storm-related costs incurred by the Company related to Hurricane Sally. It is applicable to all accounts within the service area previously served by Gulf Power. The factor is applicable to the Energy Charge under EPL's various rate schedules.

Rate Schedule	g/kWh
ALL KWH RS-1, RTR-1	0.300
GS-1, GST-1	0.329
GSD-1, GSDT-1, GSD-1EV, HLFT-1, SDTR-1	0.167
GSLD-1, GSLDT-1, GSLD-1EV, CS-1, CST-1, HLFT-2, SDTR-2	0.130
GSLD-2, GSLDT-2, CS-2, CST- 2, HLFT-3, SDTR-3	0.087
GSLD-3, GSLDT-3; CS-3, CST-3	0.087
08-2	0.239
CILC-I(G)	0.130
CILC-1(D)	0.130
CILC-I(T)	0.087
SL-1, SL-1M, PL-1, LT-1	0.239
OL-1	0.239
OST/II	0.239
SL-2, SL-2M, GSCU-1	0.239
SST-1(T), ISST-1(T)	0.087
SST-1(D1), SST-1(D2) SST-1(D3), ISST-1(D)	0.087

(Continued on Short No. 8 031)

Issued by: Tiffany Coben, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Sixth Revised Sheet No. 8.031 Cancels Fifth Revised Sheet No. 8.031

(Continued from Short No. 8.030.5)

### FUEL COST AND PURCHASE POWER RECOVERY CLAUSE (FUEL):

The mentify charge of each rate schedule shall be rounded to the nearest 0.001s per kilowatt-hour of soles to reflect the resovery of costs of fessal and nuclear fischs and purchased power (exchafing capacity payments) for each kilowatt-hour delivered, including other adjustments. Find Costs and Parchased Power Recovery Factors are normally calculated annually, for the billing period of famousy through December and are adjusted to incorporate charges in costs from one period to the next.

### ENERGY CONSERVATION COST RECOVERY CLAUSE(CONSERVATION):

The monthly charge of each rate schedule shall be consided to the marces 0.001e per kilowatt-hour of sales to reflect the recovery of conservation related expenditures by the Company. The Company shall second both projected and actual expenses and revenue associated with the amplementation of the Company's Energy Conservation Plan as authorized by the Commission. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in Commission Rule 25-17-015, F.A.C. Energy Conservation Cost Recovery Factors are normally developed annually, for the billing period of January through December and are adjusted to incorporate charges in cests from our period to thanext.

For non-denseal interschools, the Energy Conservation Cost Recovery Charge shall be applied to the customer's total kWh. For Demand rate schedules (other than those listed below), the Energy Conservation Cost Recovery Charge shall be applied consistent with the Base Demand Charge or On-Peak Demand Charge as specified by the rate schedule. For Rate Schedule CILC-1, the Energy Conservation Cost Recovery Charge shall be applied to the customer's On-Peak demand. For Rate Schedules SST-1 and ISST-1, the Conservation Reservation Demand Charge (RDC) and Daily Demand Charge (DDC) shall be applied to the On-Peak Standby Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge (by each rate schedule).

### CAPACITY PAYMENT RECOVERY CLAUSE (CAPACITY):

The monthly charge of each rate schedule shall be rounded to the nearest 0.001¢ per kilowatt-hour of sales or \$0.01 per kilowatt of demand to reflect the recovery of capacity costs of purchased power, including other adjustments. Capacity Payment Recovery Factors are normally calculated annually, for the billing period of January through December and are adjusted to incorporate charges in costs from one period to the next.

For non-demand rate schedules, the Capacity Paymort Charge shall be applied to the customer's total kWh. For Demand rate schedules (other than these listed below), the Capacity Paymort Charge shall be applied consistent with the Base Demand Charge or On-Pook Demand Charge as specified by the rate schedule. For Rate Schedule CLC-1, the Capacity Paymort Charge shall be applied to the customer's On-pook demand. For Rate Schedule SST-1 and ISST-1, the Capacity Reservation Demand Charge (RDC) and Daily Demand Charge (DDC) shall be applied to the On-Pook Standby Demand and the Centract Standby Demand as described in sections (2) and (3) of Demand Charge for each rate schedule.

### ENVIRONMENTAL COST RECOVERY CLAUSE (ENVIRONMENTAL):

The monthly charge of each rate schedule shall be rounded to the means 0.001c per kilowatt-hour of sales to reflect the recovery of environmental corepliance costs as approved by the Florida Poblic Service Commission. The Environmental Cost Recovery Factor is normally calculated annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

### STORM PROTECTION PLAN:

The monthly charge of each rate schedule shall be rounded to the nearest 0.00 kp per kilowatt-hour of sales or \$0.01 per kilowatt of domain to reflect the recovery of Storm Protection costs. Storm Protection Plan Pactors are normally calculated annually, for the fulling period of January through Documber and are adjusted to incorporate charges in costs from one period to the most.

For non-demand rate schedules, the Storm Protection Plan Charge shall be applied to the outcomer's total EWh. For Demand rate schedules (other than those listed below), the Storm Protection Plan Charge shall be applied consistent with the Base. Demand Charge or On-Peak Demand Charge as specified by the rate schedule. For Rate Schedule CELC-1, the Storm Protection Plan Charge shall be applied to the contents's On-Peak demand. For Rate Schedules SST-1 and ISST-1, the Storm Protection Plan Reservation Demand Charge (SPPRDC) and Storm Protection Plan Daily Demand Charge (SPPDDC) shall be applied to the On-Peak Storably Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge for each nate schedule.

(Continued on Sheet No. 8 032)

Third Revised Sheet No. 8.032 Cancels Second Revised Sheet No. 8.032

(Continued from Short No. 9.631)

### FRANCHISE FEE CLAUSE:

The Monthly Rate of each rate schedule is mercased by the specified percentage factor for each franchise area as set forth in the Franchise Fee Factors which are incorporated by reference as part of this clause and as filed with the Florida Public Service Commission. This percentage factor shall be applied after other appropriate adjustments.

### TAX ADJUSTMENT CLAUSE:

The Tax Adjustment Clause shall be applied to the Monthly Rate of each filed rate schedule as indicated with reference to adjustment.

Plus or mirus the applicable proportionate part of any taxes and assessments imposed by any governmental authority below or in cross of those in effect on the effective date lurgof, which are assessed on the basis of the number of meters, the number of contenters, the prior of electric energy of service sold, revenues from electric energy or service sold, or, the volume of energy perentials of purchased for sale or sold.

Such tous and assessments are to be reflected on the bills of only those customers within the jurisdiction of the governmental sotherity imposing the tores and assessments.

### POWER FACTOR CLAUSE:

The Fower Factor Clause shall be applied to the Morethly Rate of each rate schedule committing a specified Demand charge. The Customer's indication congruent shall not result in a power factor at the point of delivery of less than 85% lagging at the time of maximum sharmed. Should this power factor be less thes 85% lagging during any menth, the Company may adjust the ranchage taken to determine the Domard by entirplying the EW obtained through such endings by 85% and by dividing the result by the power factor actually established at the time of maximum demand sharing the current menth. Such adjusted readings shall be used in determining the Demand.

### TRANSITION RIDER:

The applicable monthly credit or charge of each rate schools shall be rounded to the monest 0.001g per kilowati-hour of sales or 50.01 per kilowati of domand to account for Florida Power & Light Company's and Gelf Power Company's system cost differential prior to lummary 1, 2022. The Transition Rider rates are set to be effective for the billing period of lummary through Documber and satably adjusted on an annual basis for a 5-year term.

For non-demand rate schedules, the applicable monthly credit or charge rates shall be applied to the customer's total kWh. For Demand rate schedules (unless otherwise specified), the Transition Richer credit or charge shall be applied consistent with the Base Demand Charge or On-Peak Demand Charge as specified by the rate schedule. For Rate Schedules CLC-1, the Transition Richer credit or charge shall be applied to the customer's On-Peak domand. For Rate Schedules SST-1 and ESST-1, the Transition Richer Reservation Demand credit or charge (RDC) and Only Demand credit or charge (DDC) shall be applied to the On-Peak Standby Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge for each rate schedule.

(Continued on Short No. 8 033)

Fifty-Sixth Revised Short No. 8.101 Cancels Fifty-Fifth Revised Short No. 8.101

### GENERAL SERVICE - NON DEMAND

### RATE SCHEDULE: GS-L

### AVAILABLE:

In all areas served.

### APPLICATION:

For electric service required firs general service or industrial lighting, power and any other purpose with a demand of loss than 25 kW.

### SEXVICE:

Single phase, 60 hertz and at any available standard distribution voltage. These phase service will be provided without additional charge saless the Company's line extension policy is applicable than to. All service required on premises by Contours shall be furnished though one mater. Reside of service is not permitted hereunder.

### MONTHLY RATE:

Bone Charge: \$12.78

Non-Fool Energy Charges:

Base Energy Charge 7.236¢ per kWh

Additional Charges:

General Service Load Management Program (if applicable), See Sheet No. 8.109
See Billing, Adjustments section, Sheet No. 8.000, for additional applicable charges.

Mesenen: \$25.00

Non-Meterod Accounts: A Base Charge of \$6.40 will apply to those accounts which are billed on an estimated basis and, at the

Company's option, do not have an installed meter for measuring electric service. The minimum

charge shall be \$6.40.

### SPECIAL PROVISIONS

Energy used by commonly owned facilities of condominium, cooperative and horsecwners' associations may qualify for the residential rate schedule as set forth on Short No. 8.211, Rider CU.

### TERM OF SERVICE:

Not less than one (1) billing period.

### RULES AND REGULATIONS.

Service under this schools is subject to orders of governmental bodies having jurisdiction and to the cumunity effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Corresponds. In case of conflict between any provision of this schools and and "General Rules and Regulations for Electric Service" the provision of this schools shall apply.

Forty-Fourth Revised Sheet No. 8.103 Cancels Forty-Third Revised Sheet No. 8.103

### GENERAL SERVICE - NON DEMAND - TIME OF USE (OPTIONAL)

### RATE SCHEDULE: GST-1

### AVAILABLE

In all areas served.

### APPLICATION

For electric service required for general service or industrial lighting, power and any other purpose with a demand of less than 25 kW. This is an optional rate available to General Service - Non Demand customers upon request subject to availability of meters.

### SERVICE:

Single phase, 60 herte and at any available standard distribution voltage. Three phase service will be provided without additional charge unless the Company's line extension policy is applicable thereto. All service acquired on premises by Customer shall be flamished through one meter. Rouale of service is not permitted herounder.

### MONTHLY RATE:

Dase Charge: \$12.78

### Additional Charges:

General Survive Load Management Program (id applicable), See Sheet No. 8 109 See Billing Adiastments section, Sheet No. 8 030, for additional applicable charges.

Minimum.

\$25.00

Initial service under this rate schedule shall begin on the first scheduled motor reading date following the installation of the time of use motor

### RATING PERIODS

### On-Pusk

November 1 (hough March 3). Mondays through Fridays during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thurkspring Day, Christmas Day, and New Yoar's Day.

April 1 through Outober 31: Morehays through Fridays during the hours from 12 noon EST to 9 p.m. EST excluding Methodul Day, Independence Day, and Luber Day.

### Off-Peak:

All other hours.

(Command on Sheet No. 8.104)

Fifth Revised Sheet No. 8.104 Cancels Fourth Revised Sheet No. 8.104

(Continued from Sheet No. 8.103)

### TERM OF SERVICE

Initial service under this rate schedule shall be not less than one (1) billing period. Customer has the option to return to billing under litate GS-1 upon request. However, a contract for not less than one year shall be required to renew GST-1 billing if this option is exercised. Customer may fulfill this contract by paying to the Company the remaining differential in the Base Charge for the balance of the 12-month contract period. This payment may either be in a lump sum or spread over the remaining months in the contract period.

### 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 coeffect between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rutes, Cost of Service and Systems

Effective: January 1, 2022

Fifty-First Revised Sheet No. 8.105 Cancels Fiftieth Revised Sheet No. 8.105

### GENERAL SERVICE DEMAND

### RATE SCHEDULE: GSD-1

### AVAILABLE

In all areas served.

### APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose with a measured Demand of at least 25 kW and less than 500 kW. Customers with a Demand of less than 25 kW may enter an agreement for service under this schoolale based on a Demand Charge for a minimum of 25 kW.

### SERVICE:

Single or three phase, 60 hortz and at any available standard distribution voltage. All service required on premises by Costomer shall be flamished through one motor. Result of service is not permitted becomes.

### MONTHLY BATE:

Base Charge: \$30.21

Demand Charges:

Base Demand Charge \$11.38 per kW

Non-Ford Energy Charges

Base Energy Charge 2.533¢ por l/Wh

Additional Charges:

General Service Load Management Program (if applicable), See Short No. 8.109 See Hilling Adjustments section, Short No. 8.030, for additional applicable charges

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For these Customers with a Demand Ioss than 25 kW who have critered an agreement for service under this schoolate, the minimum charge shall be the Base Charge plus 25 kW times the Base Demand Charge, therefore the manimum charge is \$31.4.71;

### DEMAND

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's gradient use during the month as adjusted for power factor.

### TERM OF SERVICE:

Not less than one year

### BUILES AND DECRELATIONS:

Service under this schedule is subject to unless 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.

First Revised Sheet No. 8.106 Cancels Original Sheet No. 8.106

### ELECTRIC VEHICLE CHARGING INFRASTRUCTURE BIDER TO GENERAL SERVICE DEMAND (OPTIONAL PILOT PROGRAM)

### RATE SCHEDULE: GSD-1EV

### AVAILABLE.

In all areas served. Service under this rider shall terminate five years from January 1, 2021, unless extended by order of the Florida Public Service Commission ("FPSC"), or terminated earlier by the Company upon notice to the FPSC.

### APPLICATION:

For electric service required for the purpose of general service or industrial public electric vehicle charging with a measured Demand greater than or equal to 25 kW and less than 500 kW. Eligible charging installations must be accessible to the public for general service or general use.

### SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises for electric vehicle charging will be furnished through a dedicated meter

### MONTHLY RATE:

All rates and charges under Rate Schedule GSD-1 shall apply:

### DEMAND:

The Demand in the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 'N-minute period of Customor's greatest use during the month as adjusted for power factor. In no month shall the billed domand be greater than the value in kW determined by dividing the kWh sales for the billing month by '75 hours per month.

### TERM OF SERVICE:

Not less than one year.

### 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Forty-Sixth Revised Sheet No. 8.107 Cancels Forty-Fifth Revised Sheet No. 8.107

#### GENERAL SERVICE DEMAND - TIME OF USE

(OPTIONAL)

#### RATE SCHEDULE, OSDT-1

#### AVAILABLE

In all areas served.

#### APPLICATION

For electric service regained for general service or inslastial lighting, power and any other purpose with a measured Dumand of at least 25 kW and less than 500 kW. Contenues with Demands of less than 25 kW may other an agreement for service under this schedule based on a Demand Charge for a minimum of 25 kW. This is an optional rate available to General Service Demand contenues upon request subject to availability of meters.

#### SERVICE

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be flumished through one mater. Results of service is not permitted humander.

#### MONTHLY RATE

Base Charge: \$39.21

Demand Charges:

Blase Demand Charge \$10.07 per kW of Demand occurring during the On-Peak period.

Miconium Demand Charge 80.71 per kW of Maximum Demand.

Non-Faul Energy Charges On-Peak Pened Off-Peak Pened Sane finngy Charge 5 42th perkWh 1 367e per kWh

Additional Charges:

See Hilling Adjustments section, Short No. 8.030, for additional applicable charges.

Minimum. The Base Charge plus the charge for the currently offering Base Demand. For those Customers with a Demand of less than 25 kW who have entered an agreement for service under this scholole, the minimum charge shall be the Base Charge plus 25 kW times the Base Demand Charge, therefore the minimum charge is \$296.96.

# BATTNG PERIODS

On-Post:

Sovember I through Merch 31: Mondays through Pridays throug the bours from 0 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST webshing Therebayering Day, Claristina Day, and New Yoar's Day.

April I through October 11: Mondays through Fridays during the hours from 12 room EST to 9 p.m. EST excluding Memorial Day, independence Day, and Labor Day.

Off-Peak:

All otherhous.

(Continued on Sheet No. 8:108)

Fifth Revised Sheet No. 8.108 Cancels Fourth Revised Sheet No. 8.108

(Continued from Sheet No. 8.107)

#### DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

#### MAXIMUM DEMAND

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems. In the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

# TERM OF SERVICE

Not less than one year.

#### 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.

Fifth Revised Sheet No. 8.109 Cancels Fourth Revised Sheet No. 8.109

#### GENERAL SERVICE LOAD MANAGEMENT PROCRAM (BUSINESS ON CALL®PROGRAM)

#### RATE SCHEDULE: BOC

# AVAILABLE:

Available only within the geographic areas served by the Company's Load Management system.

#### APPLICATION:

To customers meeting service under Rate Schedules GS-1 and GSD-1 who deat to participate in this program, who utilize direct exponsion certail electric air conditioning and have operating hours that include 3 p.m. EST to 6 p.m. EST a minimum of four weekdays per week.

#### SERVICE

The same as specified in Rate Schedules GS-1 and GSD-1.

#### LIMITATION OF SERVICE:

The same as specified in Rate Schedules GS-1 and GSD-1. Central electric air conditioning equipment shall be interrupted at the option of the Company by means of load management equipment installed at the participant's premises.

#### MONTHLY BILL CREDIT

Participants receiving service under this schedule will receive a Monthly Bill Credit of \$2.00 per ton of air conditioning for the months of April – Outober. The six conditioning terrage will be calculated by dividing the numeritae BIRU rating by 12,000 BIRUs per ton. The torange will thus be received to the nearest half-ton to calculate the monthly credit amount.

The total Monthly Bill Crafts shall not exceed 40 percent of the applicable Rate Schedules GS-1 or GSD-1 non-faci energy and (where applicable) Base Domand Charges actually incurred for the month and no cradit will be applied to radice the minimum bill specified on Rate Schedules GS-1 or GSD-1.

# INTERRUPTION SCHEDULE:

The participant's central electric air conditioning equipment may be interrupted for 15 minutes during any 30-minute period with a cumulative interruption time of up to 180 minutes per day. If this is anothe to provide sufficient demand reduction to avoid an emergency situation, the equipment interruption may be interrupted for 17.5 minutes through any 30-minute period with a cumulative interruption time of up to 210 minutes per day.

The limitations on interruptions shall not apply during emergencies on the Company's system or to interruptions caused by fince majorie or other causes beyond the control of the Company. The Company at its discretion may also perform imemptions for readiness testing purposes.

(Continued on Sheet No. 8 110)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 8.110 Cancels First Revised Sheet No. 8.110

(Continued from Sheet No. # 109)

#### TERM OF SERVICE

A participant may discontinue service under this Rate Scheshile by giving the Company seven (7) days advance notice. If the participant requests to be removed from the program, then the participant will be ineligible to re-participate again in the program for one year (12 months) from the time participation ended.

#### SPECIAL PROVISIONS

- The Company shall not install load management opagement if the installation cannot be occurrinally justified for reasons such as excessive installation costs, oversized/undersized occlore equipment, abnormal utilization of equipment (including limited succurrency locations), or poorly maintained equipment.
- Billing under this schedule will commence upon the installation and completion of the required impections of the lead management againment.
- If a participant has multiple units of central air conditioning apaproent, then all must be connected with load management apaproent to qualify for the Monthly Bill Cradit. In much circumstances, total tons of cooling equipment will be used to determine the total Monthly Bill Credit.
- 4. Installation of the Company's load management equipment in the participant's facility is the sole responsibility of a licensed, independent contractor or Company representative. The participant agrees that the Company will not be liable for any damages or injuries that may occur as a result of the interruption or restoration of electric service pursuant to the terms of this Rate Schedule.
- If the Company determines that the participant no larger uses the equipment signed up for the Program, or the equipment is disconnected or not communicating, then the Company shall discontinue service under this schedule and has the right, at the Company's sole discretion, to remove the associated load management equipment.
- 6. The participant is required to give the Company and the licensed, independent contractor reasonable access for installing, maintaining, testing and removing the Company's load management opapment, and for verifying that the equipment officetively controls the participant's equipment as intended by the Rate Schedule. Failure to provide access will result in the fermination of participation until such access (agranted.)
- 7. If the Company determines that the effect of equipment interruptions has been offset by the participant's use of supplementary or alternative electrical equipment, then service under this schedule may be discontinued and the participant may be billed for all prior Monthly Bill Credits received by the participant from an established date upon which supplementary or alternative electrical equipment was used. If such a date cannot be established, then rabilling shall be for the Monthly Bill Credits received by the participant for the lesser of the number of months receiving survice under this Rate Schodule or the provious twelve (12) months. The participant will be ineligible to participant in the program for twelve (12) accords from the true their participation was terminated.
- 8. If the Company determines that its lead management equipment on the participant's premises has been rendered ineffective by the use of mechanical, electrical or other devices, disconnection or other intentional actions ("tampering") by the participant, then the Company may disconnect their participant in the program and ball for all expents or provided in removal of the load management equipment, plus applicable investigative charges. The Company may wistling like from Southly Bill Croftin received by the participant from an established tamporing date. If such a date cannot be established, thus rebilling shall be for the Monthly Bill Croftin received by the participant for the lasses of the number of months receiving service under this Rate Schedule or the provious twelve (12) months. If the Company terminates the participant, thus they will be ineligible to participate in the program for twelve (12) months from the time their participation was terminated.

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: July 7, 2020

Thirteenth Revised Sheet No. 8.120 Cancels Twelfth Revised Sheet No. 8.120

#### NON-STANDARD METER RIDER - NSMR (OPTIONAL)

#### RIDER: NSMR.

# AVAILABLE

In all areas served.

#### APPLICATION

This Rider is available to continuous who clear non-standard non-communicating restor service in lieu of the standard communicating smart meter service ("Opt-Out Customer"). This is an optional Rider available to customers served under a standard or optional rate schedule for which a communicating smart meter is the standard meter service. Customers who full to provide reasonable access to premies replacement of the non-standard non-communicating meter with a standard communicating smart meter, or otherwise prevent replacement of the non-standard non-communicating meter with a standard communicating smart meter, or otherwise prevent replacement of the non-standard non-communicating meter with a standard communicating smart neter shall be descended have decided to take service under Rider NSMR, provided they are not probabiled from doing to passuant to the "Limitation of Service" provision of this NSMR. Service under this schedule shall be provided with a non-communicating meter of the Company's choice.

#### SERVICE

The same as that specified in the Opt-Out Contomer's otherwise applicable rate schedule.

#### LIMITATION OF SERVICE

This Rider is available to customers who have not tampared with the electric meter service or used service in a fraudated course. Additionally, any Customer who has refused or currently refuses to provide safe and reasonable access to their premises to FPL, its employee, or its authorized agents, or has committed an act of violence or threatened an act of violence against FPL, its employee, or its authorized agents, will be burned from initially electring to take service paramet to this Sider. Any Customer currently taking service paramet to this Rider who tampers with the electric meter or use service in a threatened or manthorized manner, refuses to previde safe and reasonable access to their premises to FPL, its employee, or its authorized agents, commits an act of violence or threatens an act of violence against FPL, its employee, or its authorized agents, to their premises to fire allocations.

#### CHARGES

All charges and provisions of the Opt-Out Customer's otherwise applicable rate schedule shall apply. In addition, customers who elect service under this Rider will be charged an Estellment For and a recurring Mentily Surcharge. The Errollment For consists of an initial harm-sum payment.

Enrollment Fee: \$89.00 Monthly Surcharge: \$13.00

#### TERM OF SERVICE

Not less than one (1) billing period.

# SPECIAL PROVISIONS

Customers otherwise eligible at premises where FPL has intended to deploy amout maters who have not received a mout mater and have (a) actively enrolled in the NSMR program during the enrollment period and have been decread to have destect to take the non-standard service under the optional rate, will have a grace period of 45 days obtaining the initial billing of NSMR charges to contact FPL cogniting cancellation of service under NBMR and accept installation of a standard communicating meter. NSMR charges that have been hilled (Euroliment Fee and Monthly Surcharge) will be waived after installation of the standard communicating meter.

A replacement for a non-standard meter may not be readily available should our require maintenance. Service under this Rider may require the temporary installation of a standard communicating mater in order to maintain electric service to the premise. Uniter recently episting conditions the use of a temporary standard enter should not exceed one full billing period. If the customer who is taking service pursuant to the NSMR tariff is required to have the standard custor for more than one full billing cycle, FPL will suspend the Monthly Strehungs until a non-standard extent is mobiled.

Customers taking service under this Rider relocating to a new premise who wish to continue service under NSMR are negated to support new service under the Rider including payment of the Errollmant Fee at the year primities. Customers who consel service under this Rider and then later re-creed) for this service at any location would also be required to subset another Errollmant Fee.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

FLORIDA POWER & LIGHT COMPANY	Original Sheet No. 8.120.1
(Continued from Sheet )	io. 8.120)
RULES AND REGULATIONS  Service under this Rider is subject to orders of governmental bodies having an  Regulations for Electric Service* on file with the Florida Public Service Come  schodule and said "General Rules and Regulations for Electric Service" the provise	nission. In case of conflict between any provision of this

Twenty-Fourth Revised Sheet No. 8.122 Cancels Twenty-Third Revised Sheet No. 8.122

#### GENERAL SERVICE CONSTANT USAGE

# RATE SCHEDULE GSCU-1

#### AVAILABLE.

In all areas served.

# APPLICATION:

Available to General Service - Non Demand customers that assinhain a relatively constant kWh usage, and a demand of less than 25 kW. Eligibility is restricted to General Service customers whose Maximum kWh Per Service Day, over the current and prior 23 months, is within 5% of their average monthly kWh per service days calculated over the same 24-month period. This is an optional Rate Schedule available to General Service customers upon request.

# SERVICE:

Single phase, 60 hertz and at any available standard distribution voltage. Resale of service is not permitted hereunder.

# MONTHLY RATE:

Base Charge: \$17.27

Non-Foel Energy Charges:

Base Energy Charge 4.336¢ per Constant Usage kWh

Additional Charges:

See Billing Adjustments section, Sheet No. 8 030, for additional applicable charges.

# TERM OF SERVICE:

Not less than one (1) billing period.

### DEFINITIONS:

kWh Per Service Day - the total kWh in billing month divided by the number of days in the billing month.

Maximum kWh Per Service Day - the highest kWh Per Service Day experienced over the current and prior 23 month

 $\label{thm:periods} \ensuremath{\text{Constant Usage kWh}} \quad \text{the Maximum kWh Per Service Day multiplied by the number of service days in the}$ 

current hilling period.

(Continued on Sheet # 123)

Original Sheet No. 8.123

(Continued from Short 8.122)

# SPECIAL PROVISIONS:

Should the customer's Maximum kWh Per Service Day exceed 105% of the average of the monthly kWh per service days calculated over the same 24-month period, the account will be transferred and billed under the OS-1 Rate Schedule.

# RULES AND REGULATIONS

Service under this Rate 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

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

Fifty-Ninth Revised Sheet No. 8.201 Cancels Fifty-Eighth Revised Sheet No. 8.201

#### RESIDENTIAL SERVICE

# RATE SCHEDULE: RS-1

# AVAILABLE:

In all areas served.

#### APPLICATION.

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., ganges, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU.

# SERVICE:

Single phase, 60 hertz at available standard distribution voltage. Three phase service may be furnished but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

#### MONTHLY BATE.

Base Charge: \$9.55

Non-Fuel Charges

Base Energy Charge:

First 1,000 kWh 7.118¢ per kWh All additional kWh 8.118¢ per kWh

Additional Charges:

Residential Load Management Program (if applicable), See Short No. 8.217 See Billing, Adjustments section, Short No. 8.030, for additional applicable charges.

Minimum: \$25.00

#### TERM OF SERVICE.

Not less than one (1) billing period.

# 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 life 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.

First Revised Sheet No. 8.202 Cancels Original Sheet No. 8.202

#### RESIDENTIAL/COMMERCIAL FIXED RATE

# RATE SCHEDULE FLAT-1

#### AVAILABLE:

In all areas served. Available to existing Fixed Rate customers in the former Gulf Power service area as of January 1, 2022. Will be available to all new enrollments once billing system modifications are complete.

#### APPLICATION:

To custosters in good credit standing, who have valid billing information for service pursuant to either Rate Schedule RS-1 or Rate Schedule GS-1 at their current premise for the twelve-month period immediately preceding the offer, excluding temporary service, are eligible to request the FLAT-1 rate.

#### SERVICE:

Single phase, 60 hertz at available standard distribution voltage. Three phase service may be furnished but only under special arrangements. All service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder. Customers with multiple meters on one account or who subscribe to the Non-Standard Meter Rider are not eligible. Customers may not participate in both Feed Rate and Hudget Billing.

# BILL FORMULA:

Annual Bill - Estimated Arexael Base Charge - {[Estimated Annual kWh X (Estimated Energy cents/kWh + Estimated Billing Adjustments ceres/kWh] X (1 + Risk Adder)]

Each Customer's annual hill is specific, or unique, to that customer

Monthly Bill - Annual Bill / 12

The Company periodically reviews the routes by which customers' meters are read to ensure they are in line with traffic patterns and efficiency goals. If a customer's neighborhood is reviewed, the date on which the customer's meter is read may change. Should this happen, the customer may see an adjustment in the Fixed Rate amount for the next billing period. This adjustment only reflects a change in the number of days in this billing period and the customer will continue to receive the customer's regular Fixed Rate amount after this adjusted billing.

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges that would be applicable for service taken under Rate Schedule RS-1 or Rate Schedule GS-1.

#### DEFINITIONS:

Estimated Annual Base Charge — The estimated monthly base charge for Rate Schedule RS-1 or Rate Schedule GS-1, an applicable, multiplied by 12.

Estimated Annual kWh - Customer's expected annual energy consumption is calculated based on the customer's historical metered usage adjusted for normal weather and consumption changes in customer behavior.

Estimated Energy cents/kWh – The estimated base rate energy charges for Rate Schedule RS-1 or Rate Schedule GS-1, as applicable.

Estimated Billing Adjustments contributed Fishmated Billing Adjustment Clause and Storm charges for Rate Schedule RS-1 or Rate Schedule RS-1, as applicable.

(Continued on Short No. 8 202.1)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.202.1

(Continued from Sheet No.8 202)

#### DEFINITIONS (Continued):

Risk Adder – The adder is used to compensate the Company for the risk associated with weather-related consumption as well as the risk associated with the non-weather impacts. This adder will not exceed 5%

Normal Weather - Based on seasonal heating degree-days and cooling degree-days.

Applicable Removal Charges - Any difference between actual usage billed on Rate Schedule RS-1 or Rate Schedule GS-1, as applicable, and the amount collected under Fixed Rate

# TERM OF CONTRACT:

Service under this schedule shall be for a period of not less than one year.

All eligible Fixed Rate offers will be updated with their previous year consumption, and contracts will automatically renew for the following year, unless the customer notifies the company otherwise.

A customer who withdraws from the program prior to the end of the 12-month contract period, Applicable Removal Charges will apply.

If a participating customer moves from their current residence before the 12 month Service Agreement period expires, Applicable Removal Charges will apply.

If a customer becomes delinquent in a Fixed Rate payment, the Company will follow standard procedures for Sundard Residential Turiff customers. If the customer is disconnected for nonpayment, the sustainer will be removed from the Fixed Rate program and Applicable Removal Charges will apply

The Company reserves the right to terminate the customer's Fixed Rate program Service Agreement if the customer's total Actual Energy Usage exceeds their Total Estimated Fixed Rate kWh Usage by at least 30% for at least three consecutive months. If the customer is removed from the Fixed Rate program due to excessive usage, Applicable Removal Charges will apply. The Company will notify the customer in advance if they are at risk of being removed from the program due to excessive usage.

The Company shall have the discretion to waive any of the foregoing charges that would otherwise apply as a consequence of significant damage to a Food Rate customer's premise coused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

# DEPOSIT

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

#### 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fourteenth Revised Sheet No. 8.203 Cancels Thirteenth Revised Sheet No. 8.203

#### RESIDENTIAL TIME OF USE RIDER - RTR-1 (OPTIONAL)

#### RIDER: RTR-1

#### AVAILABLE:

In all areas served.

# APPLICATION

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., ganges, water pumps, etc.). Also for service to commonly-owned/scilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU. This is an optional rider available to residential customers served under the RS-1 Rate Schedule subject to availability of meters. Customers taking service under RTR-1 are not eligible for service under Rate Schedule RCC.

#### SERVICE

Single phase, 60 hertz at available standard distribution voltage. Three phase may be supplied but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted becoming.

Install service under this rate schedule shall begin on the first scheduled meter reading date following the installation of the time of use meter. The Customer's first bill will reflect the lesser of the charges under Rate Schedule RS-1 or RTR-1.

#### MONTHLY RATE:

All rates and charges under Rate Schedule RS-1 shall apply. In addition, the RTR-1 Base Energy and Fuel Charges and Credits Billing. Adjustments applicable to on and off peak usage shall apply.

Base Charge: \$9.55

RTR Base Energy Charges/Credits: On-Peak Period Off-Peak Period Base Energy Charge 12.796c per kWh (5.595)c per kWh

Additional Charges Credits:

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Meamon: \$25.00

#### RATING PERIODS

On-Peak:

November 1 through March 11: Mondays through Fridays during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon FiST to 9 p.m. FST excluding. Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours

(Continued on Sheet No. 8 204)

First Revised Sheet No. 8.204 Cancel Original Sheet No. 8.204

(Continued from Sheet No. 8 203)

# TERM OF SERVICE.

Initial service under this rate schedule shall be not less than one (1) billing period. Customer has the option to rutarn to billing under Rate RS-1 upon request. However, a contract for not less than one year shall be required to renew RTR-1 billing if this option is exercised. Customer may fulfill this contract by paying to the Company the remaining differential in the Base Charge on Rate Schedules RS-1 and RTR-1 for the balance of the 12-month contract period. This payment may either be in a lump sum or spread over the remaining months in the contract period.

# 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: Tiffany Cohen, Scnior Director, Regulatory Rotes, Cost of Service and Systems

Third Revised Sheet No. 8.211 Cancels Second Revised Sheet No. 8.211

#### COMMON USE FACILITIES - REDER CU

# AVAILABILITY

Its all areas served

# APPLICATION:

To provide for the application of residential rates for energy used in the common dements of residential conformation, residential cooperatives, as well as the contrast area of residential homeowners' associations.

#### LIMITATION OF SERVICE

The Costomer must demonstrate to the Company compliance with the following criteria:

#### Condominium and Cooperatives:

100% of the energy is used exclusively for the co-owners' benefit.

None of the energy is used in any endeavor which sells or rents a commodity or provides a service for a fee.

Each point of service is separately metered and billiot.

A responsible logal unity is established as the customer to whom the Company can render its bills, and receive payment for said service.

#### Homowners' Associations.

100% of the energy is used endosively for the number homeowners' benefit.

None of the energy is used in any endower which sells or sents a commodity or provides a service for a fire.

Each point of service is separately metered and billed.

A responsible ligal entity is established as the customer to whom the Company can runder its fills, and receive payment for said service.

Membership in the homowners' association which controls and operates the common facilities is required as a condition of properly ownership in the subdivision, and such requirement arises from restrictions of second which are set out or incorporated by refusince on such member homowner's dead.

Such restrictions require each member horsessmen to pay his ber proportionate share of the costs of operating and mentaning the common facilities. This obligation to pay must be enforceable by placement of a lien on the member horsessmen's property and by foreclosure for non-payment of such liens.

The homeowners associations are complised of persons owning configurate lots in a planted development, and the contributy owned facilities are located within the development.

# BULES AND REGULATIONS:

Service under this rider 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 rider and said "General Rules and Regulations for Electric Service", the provision of this rider shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.213 Cancels Original Sheet No. 8.213

#### RESIDENTIAL ELECTRIC VEHICLE CHARGING SERVICES RIDER PILOT (OPTIONAL)

#### RATE SCHEDULE RS-1EV

#### AVAILABLE

In all areas served. This optional rider ("Rider") is available on a voluntary basis to residential Customers who desure an in-home electric vehicle charging service ("Service") through the installation of Company owned, operated, and maintained electric vehicle charging expirement, including a Level 2 charger ("Equipment"). This Rider shall expire flow years from the effective date of this program, unless extended by approval of the FPRC. Service under this Rider shall continue to be provided under the tooss specified in the Optional Residential Electric Vehicle Charging Agreement ("Agreement") that is in officer at such time as the Rider expires. No new Agreements may be executed following the expiration of this Rider.

#### APPLICATION:

Service is provided through the installation of Equipment by the Company at the Customer's premise in accordance with Scope of Services set forth in the Agreement. The Customer will have the option to select a Full Installation or Equipment Only Installation Service officing.

#### LIMITATION OF SERVICE:

Installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and will continue to be, accessible and viable. Service shall be limited to Customers with no delinquent balances with the Company that own and reside in a single-family home or townform with an attached garage that is a primise already being served at the RS-1 rate schedule. The Company will own, operate and maintain the Equipment for the team of the Agreement. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment.

#### MONTHLY SERVICE PAYMENT:

The Company will design, procure, ushall, own, operate, and provide maintenance to the Equipment included in the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly balling determined under the Customer's otherwise applicable rate schedule and any other applicable charges. The Customer will have the option to select a Full Installation or Equipment Only Installation Service officing when the corresponding installation costs are included as part of the Monthly Program Charge. The total Monthly Service Payment is usual to the num of the found Monthly Program Charge + Monthly Off-Pook Energy Charge as follows:

March 10 10	Full Installation	Equipment Only Installation
Monthly Program Charge:	325.57	518,41
Monthly Off-Peak Energy Charge	\$12.81	\$12.81
Total Monthly Service Payment	538.38	531.72

For energy used exclusively for electric vehicle charging, the following charges and rates shall apply:

EV Energy Charges/Credits On-Peak Period Off-Peak Period Energy Charge 23.71¢ per kWh N/A

(Continue on Sheet No. 9.214)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective:

Original Sheet No. 8.214

#### (Continued from Sheet No. 8.213)

# BATING PERIOD:

On Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thurse-griving Day, Christmas Day, and New Year's Day.

April 1 formult October 31: Mondays through Fridays during the hours from 12 noon EST to 9 p.m. EST excluding Memorial Day, Independence Ony, and Labor Day.

Off-Peak

All other hours.

#### METERING:

Sub-motering at the Level 2 charger shall be performed thereby allowing the Company to perform the electric vehicle charging and all other usage billing calculations in accordance with the applicable monthly rates.

#### TERM OF SERVICE:

The term of Service will be set furth in the Agraement. At the end of the term of Service, the ownership of the Equipment shall transfer to the Customer.

# PROVISIONS FOR EARLY TERMINATION:

Customer has the right to terminate the Agreement for its convenience upon written notice to Company on at least thirty (30) days prior notice. Termination for will be unressed in accordance with the Agreement.

#### RULES AND REGULATIONS:

Service under this Rider is subject to orders of governmental bodies having paradiction 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 Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 8.217 Cancels First Revised Sheet No. 8.217

#### RESIDENTIAL LOAD MANAGEMENT PROGRAM (RESIDENTIAL ON CALL\*PROGRAM)

#### RATE SCHEDULE: ROC

#### AVAILABLE:

Available only within the geographic areas served by the Company's Load Management System.

#### APPLICATION:

To outsteam secriving service under Rate Schedule RS-1 who elect to participate in this program and who utilize central electric air conditioning.

The following electric appliances are digible central air conditioners, central hasters, committed water heaters (excludes tarkless/instantaneous, solar, heat pump, and heat recovery unit water heaters), and estimating pool pumps. All new program participants as of October 31, 2020 must include electric air conditioners. If the participant's system also has a central electric haster, this must also be included, including of water heaters and estimating pool pumps is optional. Prior program-participants' appliance selections and eligibility requirements remain unchanged. Participants who not the program and later rejoin will be sobject to the participation requirements in effect at the time.

This Rate Schedule is not applicable for service to commerly-owned facilities of condominum, cooperative or homeowners' associations.

#### SERVICE

The same as specified in Rate Schedule RS-1.

#### LIMITATION OF SERVICE

The same as specified in Rate Schedule RS-1. Participant's primise must be occupied for at least 9 months of the year. The participant's selected electrical applicances shall be interrupted at the option of the Company by rooms of lead management apagement restalled at the participant's premise.

#### TERM OF SERVICE

A participant may charge: (i) their interruption option (flore Cycle to Shed only), (ii) the selection of appliances, or (iii) descentinue service ander this Rate Schedule by giving the Company seven (?) days advance notice. If the participant requests to have one or more appliances removed from participation in the program, such appliance(s) will be ineligible to re-participate again for one year (12 months) from the time participation ended.

# MONTHLY BILL CREDIT

Participants receiving service under this Rate Schedule will receive a Monthly Bill Credit as follows:

Appliance	Applicability	Monthly Bill Credit
Central Electric Air Conditioner	April October	\$6.00
Central Electric Heater	November - March	52.75
Centrentional Electric Water Heater	Year-Round	\$1.50
Swittening Pool Pump	Year-Round	\$1.50
Prior Farticipants Only (Cycleng) - Central Electric Air Conditioner	April - October	\$3.00
- Control Bloctric Hauter	Newtonber - March	37.00

The total Monthly Bill Credit shall not exceed 40 percent of the Rate Scharlafe RS-1 "Base Energy (Tunge" actually incurred for the month (if the Budget Billing Plan is selected, actual energy sharges will be utilized in the calculations, not the levelized charges) and no credit will be applied to reduce the minimum bill specified on Rate Scharlafe RS-1.

(Continued on Sheet No. 8-218)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: July 7, 2020.

Third Revised Sheet No. 8.218 Cancels Second Revised Sheet No. 8.218

#### (Certinued from Sheet No. 8-217)

#### INTERRUPTION SCHEDULE:

Appliance	Interruption Schedule	
Certral Electric Air Conditioner	Up to 180 minutes per day:	
Central Electric Space Heater	Up to 180 minutes per day	
Convention Flectric Water Heater	Up to 240 minutes per day	
Swinning Pool Pump	Up to 240 minutes per day	
Prior Participants Only (Cycleng Only) «Central Electric Air Conditioner	15 nameles per 30-minute period / cumulative interruption up to 180 minutes per day.  If unable to gravide sufficient demand reduction to avait an interprete situation, may increase to 17.5 minutes per 30-minute period / cumulative interruption up to 210 minutes per day.	
- Central Electric Space Heater	15 minutes per 30-minute period / cornidative atterrigition up to 180 minutes per day	

The limitations on intemptions shall not apply during emergencies on the Company's system or to intemptions caused by force majurar or other causes beyond the control of the Company. The Company at its discretion may also perform interruptions for readiness testing purposes.

#### SPECIAL PROVISIONS

- The Company shall not install load management equipment if the installation cannot be economically justified for reasons such as: excessive installation costs, oversize/curdenized heating or cooling equipment or abnormal attitization of equipment, (including variation or other limited occupancy residences).
- Billing under this Rate Schedule will committee upon the installation and completion of required inspections of the load management experient.
- If a customer has multiple units of the same appliance type then at least two must be connected with load management congruent to qualify for the Monthly Bill Credit attributable to that appliance type. In such circumstances, only a single Monthly Bill Credit for flat appliance type will be applied per premise.
- Installation of the Company's load ananagement equipment at the participant's premise is the sole responsibility of a licensed, independent contractor or Company representative. The participant agrees that the Company shall not be liable for any damages or injecties that may occur as a result of the interruption or restoration of electric service pursuant to the terms of this Rate Schedule.
- 5 If the Company determines that the participant no longer uses one or more of the appliances signed up for the program, or the equipment is disconnected or not continuousling, then the Company shall discontinue the associated Monthly Hill Credits and has the right, at the Company's sole discretion, to remove the associated lead management apagement.
- 6. The participant is required to give the Company and the licensed, undependent contractor reasonable access for installing, maintaining, testing and removing the Company's load management equipment, and for verifying that the equipment effectively controls the participant's appliances as intended by this Rate Schoolale. Failure to provide access will result in the removal of the affected appliances then the program or full participation termination until such access is granted.
- 7. If the Company determines that the effect of equipment interruptions has been effort by the participant's use of supplementary or alternative electrical equipment, then service under this Rate Schodule may be discontinued and the participant billed for all prior Monthly Bill Credits received under this Rate Schodule from an established date upon which supplementary or alternative electrical apartment was used. If such a date carnot be established, then rebilling shall be for the Monthly Bill Credits received by the participant for the lesser of the number of months receiving service under this Rate Schodule or the previous twelve (12) months. The participant will be ineligible to participate in the program for twelve (12) months from the time their participation was terminated.
- 8. If the Company determines that its load management copanisms at the participant's prantise has been rendered ineffective by mechanical, electrical or other devices, disconnection or other intentional actices ("tampering") by the participant, then the Company may discontinue their participant in the program and fall for all expenses involved in renoval of the load management equipment, plus applicable investigative charges. The Company may robid all prior Monthly Bill Credits received by the participant from an autablished tampering date. If such a date carried to established, thus robilling of the Monthly Bill Credits shall be for the lesser of the marrier of months receiving service under this Rate Schedule or the previous twelve (12) months. If the Company terromates the participant, then they will be inedigable to participate in the program for twelve (12) months from the term their participation was terromated.

Issued by: Tillany Cohen, Director, Rates and Torills

Effective: July 7, 2020

Fortieth Revised Sheet No. 8,310 Cancels Thirty-Ninth Revised Sheet No. 8,310

#### GENERAL SERVICE LARGE DEMAND

# RATE SCHEDULE: GSLD-1

# AVAILABLE:

In all wear served.

#### APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Costonier with a measured demand of at least 500 kW and less than 2,000 kW. Custoniers with demands of less than 500 kW may enter an agreement. for service under this Rate Schoolade based on a Demand Change for a minimum of 500 kW.

#### SERVICE

Single or three phase, 66 hertz and at any available standard distribution voltage. All service required on primises by Customer shall be flumished through one mater. Reside of service is not permitted humander.

#### MONTHLY RATE:

Hase Charge: \$88.69

Demand Charges

Base Demand Charge 513:60 per kW of Demand

Non-Fuel Energy Charges:

Base Energy Charge 1.958g perkWh.

Additional Charges:

See Billing Adjustments section, Sheet No. 8 030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the corrently effective Base Damard. For those Customers with a Demard of Iase than 500 kW who have critered an agreement for service under this schedule, the minimum charge shall be the Base Clurge plus 500 kW times the Base Demard Charge; therefore the minimum charge is \$6,888.69.

#### DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's motoring equipment and systems, for the 30minute period of Customer's greatest use during the month as adjusted for power factor.

#### TERM OF SERVICE.

Not less than one year.

#### RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdation and to the cornerity effective "General Rules and Regulations for Electric Service" on the with the Florida Public Service Commission, in case of conflict between any provision of the schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply

First Revised Sheet No. 8.311 Cancels Original Sheet No. 8.311

# ELECTRIC VEHICLE CHARGING INFRASTRUCTURE RIDER TO GENERAL SERVICE LARGE DEMAND (OPTIONAL PILOT PROGRAM)

# RATE SCHEDULE: GSLD-1EV

# AVAILABLE:

In all areas served. Service under this rider shall terminate five years from January 1, 2021, unless extended by order of the Florida Public Service Commission ("FPSC"), or terminated earlier by the Company upon notice to the FPSC.

#### ASSISCATION:

For electric service required for the purpose of general service or industrial public electric vehicle charging with a measured demand of 500 kW and less than 2,000 kW. Eligible charging installations must be accessible to the public for commercial or general use.

#### SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises for electric vehicle charging will be famished through a dedicated meter.

#### MONTHLY RATE:

All rates and charges under Rate Schedule GSLD-1 shall apply.

# DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's motoring equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor. In no month, shall the billed demand be greater than the value in kW determined by dividing the kWh sales for the billing month by 75 hours per month.

# TERM OF SERVICE:

Not less than one year.

# 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Forty-First Revised Sheet No. 8.320 Cancels Fortieth Revised Sheet No. 8.320

#### GENERAL SERVICE LARGE DEMAND - TIME OF USE (OPTIONAL)

# AVAILABLE:

In all areas served.

RATE SCHEDULE GSLDT-1

# APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Customer with a measured demand of at least 500 kW and less than 2,000 kW. Customers with demands of less than 500 kW may ester an agreement for service under this schedule based on a Demand Charge for a minimum of 500 kW. This is an optional rate available to General Service Large Demand customers upon request solgect to availability of meters.

#### SERVICE

Single or three phase, 60 herte and at any available standard distribution voltage. All service required on premises by Customer shall be figmished through resementer. Result of service is not permitted hereunder.

#### MONTHLY RATE:

\$88 w/0 Base Charge:

Demond Charges

Base Demand Charger \$12.81 per KW of Demond occurring throug the On-Peak period.

Moorman Donard Charge 50:79 per kW of Maximum Demand.

Non-Food Energy Chargos: Off-Paul: Potiod On-Pask Paried Base Energy Charge EWh 3.254¢ per k9/h. L413¢ porkWb.

Additional Charges:

See Billing Adjustments section, Short No. 8 030, for additional applicable charges.

Minimum: The Base Charge plus the charge for currently effective Pase Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service tasker this schedule, the minimum charge shall be the Base Charge plus 500 kW times the Best Denord Chargo, therefore the minimum charge is \$6,493.69.

# RATING PERIODS.

Severation 1 through March 21: Mondays through Finleys theirig the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST coolading Thunlogiving Day, Christmas Day, and New Your's Day

April 1 through October 31 Mondays through Fridays during the hours from 12 nove EST to 9 p.m. EST excluding Monorial Day. Independence Day, and Labor Day.

Off-Peak

All other hours.

(Continued on Short No. 8 321)

Third Revised Sheet No. 8.321 Cancels Second Revised Sheet No. 8.321

(Continued from Sheet No. 8.320)

# DEMAND

The Demand is the kW to the manust whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Contemer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

# MAXIMUM DEMAND:

Maximum Demand is the kW to the respect whole kW, so determined from the Company's metering expansions and systems, for the 30-minute period of Contorner's greatest use during the month as adjusted for power factor.

#### TERM OF SERVICE

Not less than one year.

#### RULES AND RECULATIONS

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently officeive "General Rules and Regulations for Elactic 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Forty-Third Revised Sheet No. 8.330 Cancels Forty-Second Revised Sheet No. 8.330

# (OPTIONAL)

(Closed Schedule)

# RATE SCHEDULE: CS-1.

#### AVAILABLE

In all arms served.

# APPLICATION:

For any general service or indistrial Costoner who qualifies for Rate Schedule GSLD-1 (500 kW = 1,899 kW), will cartail this Demandby 200 kW or more upon regions of the Company from time to firm, and as of January 9, 2018 was taking service parasised to this schedule. Customers with demands of at least 200 kW but less than 500 kW may enter an approximation service under this Rate Schedule based on a Demand Change for a minimum of 500 kW.

#### SERVICE:

Single or three phase, 60 hortz and at any available standard distribution voltage. All service supered on promises by Customer shall be framished through one meter. Reside of service is not permitted hereunder.

#### MONTHLY RATE:

Base Charge: \$118.26

Depend Chines:

Base Demand Charge \$13.60 per kW of Demand

Non-Fool Energy Charges:

Base Energy Charge 1.958¢ per kWh

Additional Charges:

See Hilling Adjustments section, Short No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of Iess than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is \$6,918.76.

# CURTAILMENT CREDITS

A monthly crudit of (\$2.2%) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service under the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of; (1) the average of the previous 12 months, or (ii) the average of the master of billing months under this Rate Schoolde.

#### CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Domand during the current Curtailment Period than the Firm Domand, the Customer will be:

- 1. Rehilled at \$2.29 kW for the prior 36 months or the number of months since the prior Curtailment Petiod, whichever is less, and
- 2. BiBod's perulty charge of \$4.89 kW for the current sweeth.

The kW mod for both the rehilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

(Continued on Short No. 8 331)

Fifth Revised Sheet No. 8.331 Cancels Fourth Revised Sheet No. 8.331

(Continued from Sheet No. 8.330)

# PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtuil load, customers should reduce their load to their Firm Demund for the duration of the Curtailment Fersiod, except tenter the following conditions:

- 1. Force Majeure events use Definitions's which can be demonstrated to the satisfaction of the Company, or
- maintenance of generation equipment which is performed at a pre-arranged time and data mutually agreeable to the Company and the Casterner and which is necessary for the Casterner's implementation of load contailment, or
- 3. an event affecting local, state or national security:

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtainment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (infectioned on a certis per kilowath-hour basis) that FPL is purchasing fluting that period, less the applicable finel charge. As-Available Energy cost is the cost educated for Schedule COG-1 in accordance with FPSC Rule 25-17-0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive marrier, the Company will terminate service under this Rule Schedule.

#### CURTAILMENT PERIOD

All hours established by the Company during a monthly billing period in which the Costomer is coquested to certail Demand.

#### DEMAND

The Demand is the EW to the exercet whole EW, as determined from the Company's moletting equipment and systems, for the 30-mante period of Customer's greatest use charge the recentless adjusted for power factor.

#### DEFINITIONS.

#### Force Majorate

For the purposes of this schedule Force Majeure meses cames not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrantees, nots, environmental constraints lowfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, academs to equipment or machinery, or similar occurrences.

#### Non-Firm Domand

The extremt Demand less the amount of Firm Demand specified below.

#### Firm Denwis

The contracted maximum determind level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Domand that will be served during a Curtailment Period.

# CUSTOMER RESPONSIBILITY:

The Company will suggest the Castomer to curtail their load for a one-hour period, once per year, for testing purposes on the first. We therefore in November or, if not possible, at a mutually agreeable time and date, if the Castomer's load has not been successfully curtailed during a curtailand event in the previous twelve (12) occubs. Testing purposes include the Castomer testing the curtailable portion of their load to ensure that it does not exceed their contracted firm demand level.

(Continued on Sheet No. 8.332)

Second Revised Sheet No. 8.332 Cancels First Revised Sheet No. 8.332

#### (Continued from Sheet No. E.331)

#### TERM OF SERVICE:

During the first year of service under this Rate Schodule, the Customer will determine whether or not this program is appropriate for the Contomer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schodule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schodule should than be occurred under which the termination of the Customer's participation of the Company's offering of the Rate Schodule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Castomer upon written revice. Transfers to a different non-firm service option require 30 days' notice, provided that the ensteader does not increase the current level of contracted Firm Demand. Transfers to a time service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other mason shall require there (3) years' notice and be subject to the Provisions for Early Termination below. Should a Costomer terminate service or be removed by the Company and later desire to resome service under this Rate Schedule, the Costomer must provide there (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agricument for Custallable Service. Prior to any such termination, the Company shall notify the Customer at least musty (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance defliciencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be critical to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

#### PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than these (3) years written notice, to any firm retail rate schedule for which the Contorner would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form them the Company, or decides to cognitude to serve all of the previously custalled Demand and to take interruptible storelly service from the Company, the Customer may terminate the Agreement for Custallable Service by giving at least theny (36) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if

- it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic confederativeness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customic, the Company and the Company's other customer, or
- b. the termination of service under this Rate Schechile is the result of either the Customer's coasing operations at its facility (without continuing or establishing similar operations absorber in the Company's service area), or a decision by the Customer to congruence to service if the previously containable Domand and to take interminatible standby service from the Company, or
- any other Costements) with demand containment equivalent to, or greater than, that of the existing Costements) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new equicommit Customer(s) is (are) available to perform demand curtailment.

(Continued on Short No. 8:333)

Issued by: Tiffuny Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fourteenth Revised Sheet No. 8.333 Cancels Thirteenth Revised Sheet No. 8.333

(Cintinued from Sheet No. 8.332)

# PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) smallable as specified in paragraph c above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL bits determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate Schedule, then the Customer will be refunded all or part of the rebuilling and penalty in proportion to the amount of MW obtained to replace the list capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

#### Charges for Early Termination:

#### In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shaft from curtailable demand to firm service.
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm domand on the Company's system without the requisite three (3) years advance written notice, or
- the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

#### then the Customer will be:

- rehilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six.
   (36) morths during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and
- billed a penalty charge of \$1.44 per kW times the number of months rebilled in No. 1 above times the highest curtuitable Demand occurring during the current month or the prior thirty-six (36) months.

# RULES AND REGULATIONS.

Service under this Rate Schedule is subject to orders of governmental hodies having prosdiction 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply

Forty-Second Revised Sheet No. 8.340 Cancels Forty-First Revised Sheet No. 8.340

#### CURTAILABLE SERVICE - TIME OF USE (OPTIONAL) (Closed Schedule)

#### RATE SCHEDULE: CST-L

#### AVAILABLE

In all arms served.

# APPLICATION:

For any general service or industrial Customer who qualifies for Rate Schedule GSLD-1 (500 kW - 1,999 kW) will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service personnt to this schedule. This is an optional Rate Schedule available to Contailable General Service Customers upon request. Customers with demands of at least 200 kW but less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW.

#### SERVICE:

Single or three phase, 60 hertz and at any available distribution standard voltage. All service required on primises by Castomir shall be flumished through one mater. Resule of service is not permitted hereunder.

#### MONTHLY RATE:

Base Charge: \$118/26

Demand Changes:

Base Demand Charge \$12.81 per KW of Demand occurring during the Co-Peak Period.

Maximum Demand Charge: \$0.79 per kW of Maximum Demand.

Non-Paul Energy Charges On-Pauls Pariod Off-Pauls Pariod
Base Energy Charge 3:254c por kWh 1.413e per kWh

Additional Charges:

See Hilling Adjustments section, Short No. 8/030; for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of Loss than 500 kW who bases ordered an agreement for service cacher this achordole, the minimum charge shall be the Base Charge plus 500 kW times the Base Demand Charge, therefore the minimum charge in \$6,523.26.

# RATING PERIODS

On-Peak

November I through March 31: Mondoys through Fordoys through the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST oxyluding. Thank-sgroung Day, Christmas Day, and New Yourk Day.

April 1 (Inough October 2): Morelays through Fridays during the hours from 12 mon EST to 9 p.m. EST excluding Memorial Day, Independence Day, and Labor Day.

Off-Posk:

All other hours.

(Continued on Sheet No. 8:341)

Twenty-First Revised Sheet No. 8.341 Cancels Twentieth Revised Sheet No. 8.341

(Continual those Short No. 8 340)

#### PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to cartail load, customers should enhace their load to their Firm Demand for the duration of the Curtailment Period, except underthe following conditions:

- 1. Force Majorate events (see Definitions) which can be denominated to the satisfaction of the Company, or
- maintenance of generation equipment which is performed at a pre-arranged time and date matually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtainment, or
- 3. an event affecting local, state or national security;

If one in more of those comptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereuseder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per followed-hour basis) that FPL is purchasing their period, less the applicable first charge. As-AvailableEnergy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17 0925, F.A.C. If the Company defermines that the Customer has utilized one or more of the exceptions above in an excessive marrier, the Company will terminate service under this Rate Schedule.

# CURTARMENT CREDITS:

A monthly credit of (2.29) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Theraufter, subject to the Term of Service and/or the Provisions for Early Termination, a charge to the Firm Damand may be made provided that the revision does not decrease the total amount of Non-Firm Damand during the lesser of (i) the average of the previous \$2 months, or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND.

If the Customer proceds a higher Command during the current outsiding in period than the contracted recommend during the Customer.

- Relation at \$2.29 kW for the prior 36 months or the marriest of months stace the prior curtainnest period, whichever is less,
- 2 Billed a penulty charge of \$4.89%W for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand. during the current Curtailment Period and the Firm Demand for a Curtailment Period.

CLETALASENT PERIOD:
All hours established by the Company during a monthly billing period in which the Customer is requested to cartail Demand.

#### DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30minute period of Customer's greatest use for the designated Cn-Peak periods during the morth in adjusted for power factor.

# MAXIMUM DEMAND

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30minute period of Customer's greatest use during the month as adjusted for power factor.

#### DEFINITIONS:

For the purposes of this schedule Force Majorare means causes not within the moscoulds control of the Customer affected and not caused by the negligence or lack of the chilgence of the Chaterier. Such events or circumstances may include acts of God, stellars, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, rices, arrangemental constraints lawfidly imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or muchinary, or similar occurrences.

#### Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

The contracted maximum demand level to which the Castorner agrees to earlid as specified in the Customer's Agreement for Custailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Short No. 8.342)

First Revised Sheet No. 8.342 Cancels Original Sheet No. 8.342

(Continued from Short No. 8.341)

# TERM OF SERVICE.

During the first year of service under this Rate Schodule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to take service under this East Schodule for the life of the generating unit which has been avoided by the rate. There is, however, a those-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schodule should there be circumstances under which the termination of the Customer's participation or the Company's officing of the Rate Schodule indesired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option nequire 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provincents for Early Termination below. Should a Customer terminate service or be removed by the Company and later design to remain service under this Rate Schedule, the Customer must provide three

(3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Custallable Service. Prior to any such termination, the Company shall notify the Customer at least rainety (90) days in advance and describe the Customer's failure to comply. The Company may than terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures reconstry to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to intrint and pursue consective action, the Company shall be entitled to suspend forthwith the mostifyly liding under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

# PROVISEONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Chieges for Early Termination of

- if has been demonstrated to the satisfaction of the Company that the impact of each transfer of service on the economic
  cost-officewersess of the Company's Cartailable Service Rate Schodule is in the best interests of the Customer, the Company and
  the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations observice in the Company's service area), or a decision by the Customer to cognostrate to service all of the previously curtailable Domand and to take interruptible standby service from the Company, or
- any other Customer(s) with demand curtailment expandent to, or grouter than, that of the existing Customer(s) agros(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion. Flan has been met and the new replacement Customer(s) in (are) available to perform demand custailment.

(Continued on Sheet No. 8.343)

Issued by: Tiffany Cohen, Director, Rates and Tariffs.

Effective: February 13, 2018

Thirteenth Revised Sheet No. 8.343 Cancels Twelfth Revised Sheet No. 8.343

(Continued from Sheet No. 8.342)

# PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rute Schedule or FFL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the loss capacity less the additional cost incurred by the Company so serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

#### Charges for Early Termination:

#### In the event that

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service.
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or
- c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a
  firm service rate schedule without providing at least three (3) years udvance written notice.

# then the Customer will be:

- rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and
- belied a penalty charge of \$1.44 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

# RULES AND REGULATIONS:

Service under this Rate 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

Thirty-Fifth Revised Sheet No. 8.412 Cancels Thirty-Fourth Revised Sheet No. 8.412

# GENERAL SERVICE LARGE DEMAND

#### RATE SCHEDULE: GSLD-2

#### AVAILABLE:

In all aron served.

#### APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Customer with a measured demand of 2,000 kW or more. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a demand charge for a minimum of 2,000 kW.

#### SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on promises by Customer shall be famished flamush one meter. Resule of service is not permitted hereunder.

#### MONTHLY RATE:

Blase Charge: \$256.89

Damand Charges:

Base Demand Charge \$13,68 per kW of Demand

Non-Fuel Energy Charges:

Base Energy Charge 1,702¢ per kWh

# Additional Charges:

See Billing Adjustments section, Short No. 8 030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Clastomers with a demand of less than 2,000 kW who enter an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 2,000 kW times the Base Demand Charge, therefore the estramon charge is \$27,616.89.

#### DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering sepagment and systems, for the 30-minute period of Customer's greatest use during the menth as adjusted for power factor.

# TERM OF SERVICE.

Not less than one year.

# BUILDS AND BECCH ATTOMS:

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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective:

Forty-First Revised Sheet No. 8.420 Cancels Fortieth Revised Sheet No. 8.420

#### GENERAL SERVICE LARGE DEMAND - TIME OF USE (OPTIONAL)

#### RATE SCHEDULE: GSLDT-2

#### AVAILABLE

In all areas served.

#### OFFICATIONS

For electric service required for general service or industrial lighting, power and any offen purpose to any Customer who has established a mountred demand of 2,000 kW or rove. Customers with demands of less than 2,000 kW may exter an agreement for service under this schedule based on a demand charge for a minimum of 2,000 kW.

#### SERVICE:

Three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be familiared through one meter. Results of service is not partialled horsenile.

#### MONTHLY RATE:

Buse Charge: \$256.89

Dorand Charges:

Base Demand Charge \$12.99 per kW of Demand occurring during the On-Peak Period.

Maximum Demand Charge \$0.69 per kW of Maximum Demand.

Non-Hot Energy Charges On-Pook Broad Off-Pook Period
Base Energy Charge 2.721¢ per kWh 1.334¢ per kWh

Additional Charges:

See Billing Adjustments section, Short No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a demand of Loss than 2,000 kW who have entered an agreement for service under this schodule, the minimum charge shall be the Base Charge plus 2,000 kW terms the Base Demand Charge, theoretics the minimum charge is \$26,236.89.

# RATING PERIODS

### On-Peda

Neverther J. Brough March 31. Mondays through Fridays during the bours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST oxidating Theretogoring Day, Christmas Day, and New Year's Day.

April I through October 31; Mondays through Fridays during the hours from 12 noon EST to 9 p.m. EST excluding Memorial Day, Independence Day, and Labor Day.

Off-Post

All otherhouse

(Continued on Short No. 8 421)

Seventh Revised Sheet No. 8.421 Cancels Sixth Revised Sheet No. 8.421

(Continued from Short No. 8.420)

#### DEMAND:

The Demand is the EW to the mannel whole EW, as determined from the Company's metering equipment and system, for the 50-minute period of Customer's greatest use for the designated On-Peak periods sharing the month as adjusted for power factor.

# MAXIMUM DEMAND:

Maximum Demand is the kW to the assess whole kW, as determined from the Company's inetering equipment and systems, for the 30-minute period of Customer's greatest use during the mouth as adjusted for power factor.

#### TERM OF SERVICE:

Not loss than oneyour.

### BULES AND REGULATIONS

Newton under this schoolde is safejoot to orders of governmental bodies having jurisdiction and to the currently officiate "Omena Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schoolate and said "Germal Rules and Regulations for Electric Service" the provision of this schoolate shall apply.

Issued by: Tiffuny Coben, Senior Director, Regulatory Rates, Cost of Service and Systems

Twenty-Fifth Revised Sheet No. 8.425 Cancels Twenty-Fourth Revised Sheet No. 8.425

# HIGH LOAD FACTOR - TIME OF USE

# RATE SCHEDULE: HLFT

#### AVAILABLE

In all meas served.

# APPLICATION:

For electric service required for general nervice or inclustrial lighting, power and any other purpose with a measured Centural of 25 kW or more. This is an optional rate schedule available to customers otherwise nerved under the GSE-1, GSED-1, GSED-1, GSED-1, GSED-1, GSED-2, or GSED-2 at Eschedules.

# SERVICE

Single or fine phase, 60 hortz and at any available standard distribution voltage. All service required on premises by Customer shall be farmished through one moter. Reside of service is not permitted horsender.

#### MONTHLY RATE:

	HLFT-1	HLFT-2	HLFT-3
Annual Mecimum Demand	25-409 kW	500-1,999 kW	2,000 kW orgrester
Bose Charge:	\$30.21	\$88.00	\$256.80
Demand Charger: On-Peak Demand Charge	\$13.41	\$14.30	\$13.91
Maximum Danield Charge	\$2.78	83.07	\$2.96
Non-Feel Energy Chargos:			
On-Peak Period per kWh Off-Peak Period per kWh	2.179¢ 1.567¢	1.252¢ 1.210¢	1.090e 1.078e

### Additional Charges

See Billing Advantums section, Shed No. 8 030, for additional applicable charges. Minimum Charge: The Base Charge plus the currently effective Demand Charges.

#### RATING PERIODS:

# On-Peak

Newtonier Liferragh Manda 21: Mondays through Fridays chaining the boxes from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST exchaling Thanksgoing Day, Christmas Day, and New Your's Day.

April 1 through Cetober 31: Mondays through Probays change the hours from 12 never EST to 9 p.m. EST anchology Marnoral Day, Independence Day, and Labor Day

# Off-Peak:

All otherhous.

(Continued on Sheet No. 8.426)

First Revised Sheet No. 8.426 Cancels Original Sheet No. 8.426

(Continued from Sheet No. 8.425)

# MAXIMUM DEMAND:

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-mente period of Castorna's greatest use during the month as adjusted for power factor.

#### ANNUAL MAXIMUM DEMAND:

Annual Macanum Demand is the highest monthly Macanum Demand recorded during the last 12 months.

#### ON-PEAK DEMAND:

On-Peak Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30 mainte period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

#### TERM OF SERVICE

One year from the most recent Maximum Demand that qualifies for service under this Rate Schodule.

#### BUILES: AND REGULATIONS:

Service under this Rate 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 provisions of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provisions of this Rate Schedule shall apply

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirty-Seventh Revised Sheet No. 8.432 Cancels Thirty-Sixth Revised Sheet No. 8.432

#### CLIRTAILABLE SERVICE (OPTIONAL) (Closed Schedule)

#### RATE SCHEDULE: CS-2

#### AVAILABLE:

In all atmoserved.

#### APPLICATION:

For any general service or industrial Customer who qualifies for Rate Schedule GSLD-2 (2,000 kW and above) will oursal this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was baking service pursuant to this schedule. Customers with demands of less than 2,000 kW may enter an Agramment for service under this schedule based on a Demand Charge for a summan of 2,000 kW.

#### SERVICE

Single or three plane, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be famished through one meter. Result of service is not permitted because.

### MONTHLY RATE:

Box Charge: \$285.43

Daniel Chapse

Base Demand Charge \$13.68 per kW of Demand

Non-Fuil Energy Charges:

Base Energy Charge 1, 502¢ per kWh

# Additional Charges:

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 2,000 kW who cetter an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is \$27,645.43.

# CURTAILMENT CREDITS

A morthly credit of (\$2.21) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Themselfer, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months, or (ii) the average of the marrier of billing months under this Pairs Schedule.

### CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND.

If the Contoner recents a higher Demand during the current period than the Firm Demand, then the Contoner will be:

- Rebilled at \$2.21 kW for the prior 36 months or the number of months smor the prior Cartailment Period, whichever is less, and
- 2. Dilled a penulty charge of \$4.72/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the minimum Demand during the correct Curtainment Period and the contracted From Demand for a Curtainment Period.

(Continued on Short No. 8.433)

Fourth Revised Sheet No. 8.433 Cancels Third Revised Sheet No. 8.433

(Continued from Short No. 8.432)

## PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to cortail load, contorners should reduce their load to their Fann Demand for the diaration of the Curtailment Period, except under the following conditions:

- 1. Force Majoran events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- maintenance of generation ognipment which is perforced at a pre-unarged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtainners, or
- an event offeeting local, state or national security.

If one of time of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided horizonder, the greater of the Company's As-Assalable Energy cost, or the most expensive energy (calculated on a cents per followant-boar basis) that FPL is purchasing during that period, leaving the dange. As-Assalable Energy cost is the cost calculated for Schodule COG-1 in accordance with FPSC Rule 25-17-0825, F.A.C. If the Company dutumnines that the Customer has utilized one or more of the exceptions above in an excessive matter, the Company will terminate service under this Rate Schodule.

## CURTAILMENT PERIOD

All hours established by the Company sharing a monthly billing period in which the Customer is requested to curtail Demand.

#### DEMAND

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

## DEFINITIONS.

# **Боесе Мајенте**

For the purposes of this schedule Force Majoure means causes not within the reasonable control of the Customer affected, and not caused by the negligence or lack of due difigence of the Customer. Such events or circumstances may include acts of God, strikes, lockcasts or other labor disputes or difficulties, was, blockcases, insurrections, nots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fives, floods, lightning, wind, accidents to engineers or machinery, or similar occurrences.

# Non-Firm Demand

The current Demand less the amount of First Demand specified below.

#### Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Contailable Service. This is the maximum amount of the Customer's Demand that will be served during a Cartailment Period.

(Continued on Short No. 8 434)

First Revised Sheet No. 8.434 Cancels Original Sheet No. 8.434

(Continued from Sheet No. £ 433)

# TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Custamer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Custamer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer of the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Cotepany may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

## PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer in in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rehilled as specified in Charges for Early Termination if:

- it has been demonstrated to the natisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Custadable Service Bate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtainable Demand and to take interruptible standby service from the Company, or
- c. uny other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met und the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.435)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: February 13, 2018

Fourteenth Revised Sheet No. 8.435 Cancels Thirteenth Revised Sheet No. 8.435

(Continued from Sheet No. 8.434)

#### PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in puragraph c. above, but the replacement Customer(s) does (skr) become available within twelve (12) months from the date of termination of service under this fiste Schedule or FPL later determines that there is no need for the MW reduction in secondance with the FPL Custailable Rate Schedule, then the Customer will be refunded all or part of the rebilling and possilty in proportion to the amount of MW obtained to replace the fost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment. Periods which may occur before the replacement Customer(s) became available.

## Charges for Early Termination:

#### In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service.
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite these (3) years advance written notice, or
- the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice.

#### then the Customer will be.

- rebilled under the otherwise applicable from service rate schedule for the shorter of (a) the prior thirty-six.
   (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and
- billed a penalty charge of \$1.39 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the extrent month or the prior thirty-six (36) months.

# RULES AND REQUILATIONS

Service under this Rate 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply

Forty-Second Revised Sheet No. 8.440 Cancels Forty-First Revised Sheet No. 8.440

#### CURTAILABLE SERVICE - TIME OF USE (OPTIONAL) (Closed Schedule)

# RATE SCHEDULE: CST-2

#### AVAILABLE

In all arose served.

# APPLICATION:

For any general service or industrial Customer who qualifies for Rate Schedule OSLDT-2 (2,000 kW and above) will custal this Demand by 200 kW or ence upon request of the Company from time to time, and as of January 9, 2018 was taking service passuant to this schedule. Custemers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kW.

## SERVICE

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Costower shall be famished through one mater. Resalt of service is not permitted becaused:

## MONTHLY RATE:

Base Charge: \$285.43

Demond Charges:

Base Deround Charge: \$13.68 per kW of Demand occurring during the On-PeakPeriod.

Maximum Demand Charge 30 09 per kW of Maximum Demand.

Non-Field Energy Charges Dn-Peak Period Off-Field Period
Base Energy Charge 2:7214 per kWh 1:3344 per kWh

Additional Charges

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Mirrottum. The Base Charge plus the charge for the currently effective Base Demond. For these Customers with a Demand of less than 2,000 kW who have entered an agreement for service under this scholule, the mirrottum charge shall be the Base Charge plus 2,000 kW times the Base Demand Charge, therefore the mirrottum charge is \$27,645-43.

#### RATING FERIODS.

## On-Peak

November 1, through March 31. Monthly's through Fridays during the locus from 0 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 Brough Ostober 21: Mondays through Prickeys during the boars from 12 noon EST to 9 p.m. EST excluding Memorial Day, Independence Day, and Labor Day.

Off Polic

All otherhours

(Command on Sheet No. 8:441)

Twenty-Fourth Revised Sheet No. 8.441 Cancels Twenty-Third Revised Sheet No. 8.441

(Continued from Sheet No. 8.440)

#### PROVISIONS FOR ENERGY USE DURING CORTAILMENT PERIODS:

When requested to cartiel load, ensternes should return their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:

- 1. Force Majoure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- maintenance of generation equipment which is performed at a pre-amanged time and date menually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load outsidenest, or
- an event affecting local, state or national security.

If one or more of those exemptions apply, then the charges for Non-Compliance of Custainment Demand will not apply. However, the Custainment be belled, in addition to the normal charges provided horomoles, the greater of the Company's As-Available Energy cost, or the roost expensive energy (calculated on a certs per follows: Jose hasis) that FFL is purchasing through the period, less the applicable first charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FFSC Rule 25-17.0825, F.A.C. If the Company determines that the Custaer has utilized one or more of the congetions above in an occasion manner, the Company will terminate service under this less Schadule.

#### CURTARMENT CREDITS:

A monthly crudit of (32.21) per kW is allowed based on the current Non-Firm demand. The Customer has the option to misse the Firm Demand once change the initial twelve (12) month period. Thereafter subject to the Term of Service and/or the Provisions for Early Termandrons, a change to the Firm Demand may be made provided that the revision does not doctrose the total amount of Non-Firm Demand during the lesser of: (i) the average of the provious 12 months, or (ii) the average of the number of Isling months under this Rate Schoolele.

#### CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Contemp rounds a higher Demand during the current curtailment period than the Firm Demand, then the Contemp will be:

- Robifled at \$2.21 kW for the prior 36 months or the number of months since the prior Curtainness Period, whichever is loss, and
- Billed a penulty charge of \$4.72/kW for the current month.

The EW used for both the rebilling and penalty charge calculations is determined by taking the difference between the insumum Demand during the current Cortainment Period and the Firm Demand for a Cartalinent Period.

## CURTAILMENT PERSOD:

All hours established by the Company during a monthly follow period in which the Contorner is requested to control Domand.

# DEMAND

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Contemp's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

# MAXIMUM DEMAND

Maximum Damard is the kW to the narrost whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the mouth as adjusted for power factor.

#### DEFENTIONS.

#### Force Majoran

For the purposes of this schedule Force Majeure means causes not within the enamedatic control of the Customer affected and not caused by the negligence of fact of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insursections, riots, environmental constraints lawfully imposed by foderal, state, or local governmental beckes, explosions, fires, floods, lightning, wind, socidents to equipment or machinery, or similar occurrences.

(Command on Short No. 8.442)

Second Revised Sheet No. 8.442 Cancels First Sheet No. 8.442

(Continued from Sheet No. 8 441)

#### DEFINITIONS (continued):

#### Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

#### East Dessand

The contracted maximum demand level to which the Customer agrees to contail as specified in the Customer's Agreement for Custollable Service. This is the maximum amount of the Customer's Demand that will be served during a Custollable and the Customer's Demand that will be served during a Custollable and the Customer's Demand that will be served during a Custollable and the Customer's Demand that will be served during a Custollable and the Customer's Demand that will be served during a Custollable and the Customer's Demand that will be served during a Customer's Demand that will be served during the C

#### TERM OF SERVICE

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer's or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall contains until terminated by either the Company or the Castomer upon written notice given at least three (3) years prior to terminate. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schodule at any time for the Customer's failure to comply with the term and conditions of this Rate Schodule or the Agrierment for Curtanianie Service. Prior to any such termination, the Company shall notify the Customer at least manty (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schodule at the end of the 90-day notice posted unless the Customer takes minimate nonessary to climanate, to the Company's satisfaction, the compliance deficiencies described by the Company Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company state of the Customer under the otherwise applicable firm services rate schoolade.

#### PROVISIONS FOR EARLY TERMINATION

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other continues.

If the Castomer no longer wishes to receive electric service in any form from the Company, or decides to concurate to serve all of the previously contailed Demand and to take interruptible standby service from the Company, the Costomer may terminate the Agreement for Cartailable Service by giving at least tharty (30) days advance written notice to the Company.

If service under this Rate Schodule is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination of

- a. It has been dominated to the satisfaction of the Company that the impact of each transfer of service on the economic costs officetiveness of the Company's Containable Service Rate Schedule is in the less interests of the Costomer, the Company and the Company's other customers, or
- b. the terremation of service under this Rate Schedule is the result of either the Customer's coosing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously custailable Domand and to take interruptible steadby service from the Company, or
- x. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take survice under this schedule and the MW domand curtailment commitment to the Company's Generation Expansion Plan has been met and the new seplecement Customer(s) is (are) available to perform domand curtailment.

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

Effective: July 18, 2006

Fourteenth Revised Sheet No. 8.443 Cancels Thirteenth Revised Sheet No. 8.443

(Continued from Sheet No. 8.442)

#### PROVISIONS FOR EARLY TERMINATION (continued):

in the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c, above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Cumulable Bate Schedule, then the Customer will be refunded all or part of the rehilling and personly in proportion to the amount of MW obtained to imprice the lost expectly less the additional cost incurred by the Company to serve those MW during any Customers which may occur before the replacement Customer(s) became available.

## Charges for Early Termination:

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service.
  - i) at a difficural location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - surfer other electrostation whose effect would be to increase firm demand on the Company's system without the topolishe flare (3) years advance written ratios; or
- the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice;

then the Costomer will be:

- rebiBed under the officewise applicable firm service rate schedule for the shorter of (a) the prior thirty-six.
   (36) months during which the Customer was hilled for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and
- telled a penalty charge of \$1.39 per kW times the number of months rehilled in No. 1 above times the highest cartailable Demand occurring during the current month or the prior thirty-six (36) months.

# BULES AND REGULATIONS.

Service under this Rate 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 Constraision. In case of coeffici between any provision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

Issued by: Tiffuny Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective:

Forty-Fourth Revised Sheet No. 8,542 Cancels Forty-Third Revised Sheet No. 8,542

#### CURTAILABLE SERVICE - TIME OF USE (OPTIONAL)

(Closed Schedule)

## RATE SCHEDULE: CST-3

## AVAILABLE:

In all areas served.

#### APPLICATION:

For any general service or industrial Customer who qualifies for Rate Schedule GSLITE-5 will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule.

## SERVICE

Three phase, 60 hortz at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be flamished through one meter at, or compensated to, the available transmission voltage. Result of service is not permitted becomeder.

## MONTHLY RATE:

Base Charge: \$2,345.52

Domand Charges.

Base Demand Charge \$10.77 per kW of Demand occurring during the On-Pank Period.

Non-Paul Energy Charges On-Paul Period Off-Paul Period
Base Energy Charge 1.417# per kWh 1.180# per kWh

Additional Charges

See Billing Adjustments section, Short No. 8.030, for additional applicable charges.

Minimum: The Base Charge plan the charge for the currently effective Base Demand.

# RATING PERSONS.

#### On-Peak

November 1 through March 31, Mondays through Findays during the Jasurs from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST cochading Thunksgiving Day, Christman Day, and Now Your's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon EST to 9 p.m. EST excluding Memorial Day, Independence Day, and Laborthay.

Off-Posk:

All other hoors.

(Continued on Sheet No. 8 543)

Twenty-Sixth Revised Sheet No. 8.543 Cancels Twenty-Fifth Revised Sheet No. 8.543

(Continued from Sheet No. 8.542)

# PROVINGNIS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail lead, customers should reduce their lead to their Firm Danued for the duration of the Custailment Portod, except under the following conditions:

- 1. Force Majoure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- martenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is recessary for the Customer's implementation of load curtailment, or
- an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided heneunder, the greater of the Company's As-Available: Energy cost, or the most expensive energy (calculated on a certs per kilowath-hour basicitant FPL is purchasing thring that period, law the applicable fluid charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17 0825, F.A.C. If the Company determines thatfur Customer has utilized one or more of the exceptions above in an excessive mannar, the Company will terminate service under this Rule Schedule.

# CURTAILMENT CREDITS:

A monthly crudit of (\$2.25) per kW is allowed based on the current Non-Firm Demand. The Costoriar has the option to room the Firm Demand once during the mittal twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lenser of (ii) the average of the provious 12 months, or (ii) the average of the number of billing months under this Rate Schoolste.

## CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, than the Customer will be:

- Rebilled at \$2.25kW for the prior 36 months or the munber of months since the prior Curtailment Period, whichever is less, and
- 2. Hilled a penulty charge of \$4.79 kW for the currentmonth.

The kW used for both the subdring and penalty charge calculations is determined by taking the difference between the maximum Domand charge the cornect Contailment Period and the Form Domand for a Contailment Period.

## CURTAILMENT PERIOD.

All hours established by the Company-during a monthly billing period in which the Customer in requested to custoil Demand.

# DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's netwing equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Yeak periods during the results as adjusted for power factor.

(Continued on Short No. 8.554)

Eleventh Revised Sheet No. 8.544 Cancels Tenth Revised Sheet No. 8.544

#### (Continued from Sheet No. 8.543)

# DEFINITIONS:

#### Ecces Majorate

For the purposes of the schedule Force Majeure manus causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of the diligence of the Customer. Such events or circumstances may include sens of God, strikes, lockcods or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints tawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

#### Non-Firm Demand

The current Demand less the arrount of Firm Demand specified below.

#### Firm Deman

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Customer's Demand that will be served during a Custallment Period.

#### TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and mer request to exit the program subsect to the Provisions for Early Termination. It is intended that the Company will continue to provide, and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should those be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schoolde shall continue until terminated by other the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a time service option, transfers to a time service option with any mouses are Firm Demand, or transfers of service for any other reason shall require those (3) years' notice and be subject to the Previouses for Early Terminators below. Should a Customer terminate service or be removed by the Company and later desire to resome service under this Rate Schoolde, the Customer most provide three (3) years written notice prior to country service under this Rate Schoolde.

The Company may terminate service under this Rate Schodule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schodule or the Agreement for Custallable Service. Prior to any such termination, the Company shall notify the Customer at least minety (90) slays in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schodule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance delicionases described by the Company. Notwithstanding the forespool, if at any time during the 90-day period, the Customer settler refuses or fails to institute and jurisue corrective action, the Company shall be instituted to suspend forthwith the monthly billing under this Rate Schodule and bill the Customer under the otherwise applicable formanties not set schedule.

# PROVISIONS FOR EARLY TERMINATION.

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer to longer wishes to soccave electric service in any form the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agraement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schodule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if:

- it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic coneffectiveness of the Company's Cartalable Service Rate Schedule is in the best interests of the Cantoner, the Company and the Company's
  other customers, or
- b. the termination of service under this Rate Scholde in the result of either the Cintorne's ceasing operations at its Ecology (without continuing or establishing similar operations downlain in the Company's service area), or a decision by the Customer to cogenerate to serve all of the proviously custoliable Domand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtainnest equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtainnest commitment to the Company's Generation Expansion Plan has been not and the new replacement Customer(s) is (are) available to perform demand custainnest.

(Continued on Sheet No. 8 544.1)

Issued by: Tiffany Cohen, Director, Rotes and Tariffs

Effective: February 13, 2018

Thirteenth Revised Sheet No. 8.544.1 Cancels Twelfth Revised Sheet No. 8.544.1

(Centinued from Short No. 8:544)

## PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (see) available as specified in peragraph, a show, but the implacement Customer(s) does (do) become evailable within twelve (12) mentles from the date of lenningtons of survive under this Rate Schodale or FFE, later determines that there is no need for the MW reduction in accordance with the FFE, Currelable Rate Schodale, then the Customer will be refunded all or part of the rebilling and possibly in proportion to the amount of MW obtained to replace the lost supportly law the additional cost incurred by the Company to serve these MW during any Customers Periods which may occur before the replacement Customers available.

#### Charges for Early Termination.

#### In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from custailable demand to firm service.
  - i) at a diffirmt location in the Company's service atra, or
  - ii) under a different nume or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite.
     three (3) years advance written notice; or
- the Customer transfers the outsidable demand portion of the Customer's load to "Firm Domaist" or to a firm service rate schedule without providing at least three (3) years advance written notice;

#### then the Customer will be:

- rehilled under the otherwise applicable firm service rate schedule for the shorter of (a) the price thirty-six (36) months
  during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer
  has been billed under this late Schedule, and
- hilled a penalty charge of \$1.41 per kW times the number of months rebilled in No. 1 above times the highest curtailable.
   Demand occurring during the current month or the prior therty-six (36) months:

## BUILES AND RECULATIONS:

Service earlier this Rate Schedule is subject to orders of governmental bodies having parisdiction and to the currently effective "General Rates and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rate Schedule and said "General Rates and Regulations for Electric Service" the provision of this Rate Schedule shell apply

Thirty-First Revised Sheet No. 8.545 Cancels Thirtieth Revised Sheet No. 8.545

#### (CIRTAILABLE SERVICE (OPTIONAL) (Closed Schedule)

#### BATE SCHEDULE: CS-3

#### AVAILABLE

fix all areas served.

## APPLICATION:

For any general service or indestrial Customer who qualifies for Rate Schedule CSLD-3 will custod this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule.

## SERVICE

Three place, 60 herts at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformer and related facilities recovery for hundring and utilizing the power and energy delivered hereunder. All service regiond by the Customer at each separate point of delivery served hereunder shall be furnished through one easter at, or compensated to, the available transmission voltage. Result of service is not permitted hereunder.

#### MONTHLY RATE

Base Charge: \$2,345.52

Demand Charges

Base Demand Charge \$10.77 per kW of Demand

Non-Fool Energy Charges:

Base Energy Charge 1.242¢ per kWh.

Additional Charges:

See Billing Adjustments section, Sheet No. 8 030, for additional applicable charges.

Minimum Charge. The Base Charge plos the charge for the currently effective Base Demand.

#### CURTAILMENT CREDITS:

A monthly crack of (\$2.25) ger kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial treative (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months, or (ii) the average of the marrier of falling months under this Rate Schoolds.

# CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND

If the Customer records a higher Demand during the current Cartalizant Period fluoritie Firm Demand, then the Customer will be

- RobiRed at \$2.259/01 for the prior 36 months or the number of months since the prior Cartalhnest Period, whichever is loss, and
- 2. Silled a penalty charge of \$4.795W for the currentments.

The kW used for both the rehilling and penalty charge calculations is determined by taking the difference between the measurem Lierard during the current Carbalhouri Period and the Firm Demand for a Carbalhouri Period.

(Costinue) on Short No. 8.54()

Fourth Revised Sheet No. 8.546 Cancels Third Revised Sheet No. 8.546

(Continued from Sheet No. 8.5-(5)

# PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When reposted to cretal lead, asstrators should reduce their lead to their Firm Domand for the duration of the Contailment Period, except under the following conditions:

- 1. Force Majoure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- maintenance of generation equipment which is performed at a pre-granged time and date crastically agreeable to the Congany and the Customer and which is necessary for the Customer's implementation of load cortainment or
- an awart affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Cartaitrent Demand will not apply. However, the Costomer will be billed, in addition to the normal charges provided berearder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a certs per kilowat-boar basic/klat FPL is parchaining thing that period, less the applicable fiel charge. As-Available Energy cost is the cost-calculated for Schodule COG-I in accordance with FPSC Rule 25-17/0825, F.A.C. If the Company determines that the Customer has influent one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rule Schodule.

#### CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing passed in which the Customer is requested to curtail Domand.

#### DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-manute period of Customer's greatest use during the month as adjusted for power factor.

#### DEFINITIONS:

# Force Majustin

For the purposes of this schedule Force Majoure means causes not within the masonable control of the Customer affected and not caused by the negligance or lack of due shigenee of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, rices, environmental constraints lawfully imposed by federal, stats, or local governmental bodies, explosions, fines, floods, lightning, wind, accidents to egupment or machinery, or similar occurrences.

#### Non-Firm Demand

The current Demand less the amount of Firm Distrand specified below.

#### Euro Datowa

The contracted renormum demand level to which the Customer's December agrees to central as specified in the Contomer's Agreement for Contolistic Service. This is the maximum amount of the Contomer's December will be served during a Contolinear Period.

(Centinued on Short No. 8:547)

First Revised Sheet No. 8.547 Cancels Original Sheet No. 8.547

(Continued from Sheet No. 8.546)

## TERM OF SERVICE.

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be carcametances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Campany or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three. (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Costomer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to climinate, to the Company's satisfaction, the complistice deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either relises or fails to ministe and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

#### PROVISIONS FOR EARLY TERMINATION

Transfers, with less than there (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rehilled as specified in Charges for Early Termination if

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or
- any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.548)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: February 13, 2018

Fourteenth Revised Sheet No. 8.548 Cancels Thirteenth Revised Sheet No. 8.548

(Continued from Short No. 8.547)

#### PROVISIONS FOR EARLY TERMINATION (continued)

In the event the Customer pays the Charges for Early Termination became no replacement Customer(s) is (an) available as specified in paragraph s, above, but the explacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this schedule or FPL later determines that there is no mod for the MW reduction in accordance with the FPL Custalinest Program, then the Customer will be refused all or part of the relating and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW thirting any Custalinest Posteda which may occur before the replacement Customer's) became available.

#### Charges for Early Territoration:

#### In the event that

- service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar thanacter under a firm service rate schedule, or under this schedule with a shift from cumulable demand to firm service.
  - i) at a different location in the Company's service area, or
  - 11) under a different name or different ownership, or
  - (iii) under other circumstances whose effect would be to increase from demand on the Company's system without the requisite three (2) years advance written notice; or
- the Customer transfers the curtailable demand gortion of the Customer's lead to "Tirm Demand" or to a firm service rate schedule without providing at least three (3) years advance written rotice.

# then the Customer will be:

- rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months through which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and
- billed a penalty charge of \$1.41 per kW times the number of months rebilled in No. 1 above times the highest curtailable.
   Demand occurring during the current month or the prior thirty-six (36) months.

# RULES AND REGULATIONS

Service under this Rate Schalule 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

Thirty-Seventh Revised Sheet No. 8.551 Cancels Thirty-Sixth Revised Sheet No. 8.551

## GENERAL SERVICE LARGE DEMAND

## RATE SCHEDULE: OSLD-3

#### AVAILABLE

In all areas served.

# APPLICATION:

For service required for general service or industrial lighting, power and any other purpose to any Customer who has service supplied at a transmission voltage of 69 EV or higher.

#### SERVICE:

Three phase, 60 horte at the available transmission voltage of 60 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and officing the power and energy delivered hornarder. All service required by the Customer at such separate point of delivery served hornarder shall be familiated through one mater at, or compensated to, the available transmission voltage. Result of service is not permated hornarder.

#### MONTHLY RATE:

Base Charge: \$2,262.12

Danuard Charges:

Base Demand Charge \$10.77 per kW of Demand

Non-Paul Energy Charges

Base Energy Charge 1.240¢ per kWh

Additional Charges

See Billing Adjustments section, Sheet No. 8-030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand.

# DEMAND:

The Domand is the kW to the nurcost whole kW, as determined from the Company's scattering equipment and systems, for the X0numbe period of Customer's greatest use during the month as adjusted for power factor.

# TERM OF SERVICE.

Not less than one year.

## BUILES AND REGULATIONS:

Spring and of this schools is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules AdVisigiStations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schools and said "General Rules and Regulations for Electric Service" the provision of this schools shall apply.

Forty-Third Revised Sheet No. 8.552 Cancels Forty-Second Revised Sheet No. 8.552

#### GENERAL SERVICE LARGE DEMAND - TIME OF USE (OPTIONAL)

# RATE SCHEDULE: GRLD7-3

## AVAILABLE

In all areas served.

## APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Castorner who has service supplied at a transmission voltage of 69 kV or higher.

# SERVICE

There phase, 40 hertz at the available transmission voltage of 69 kV or higher. The Customer will provide and marrian all transformers and related likelities recessary for handling and utilizing the power and energy delivered homeride. All service required by the Customer at each separate point of delivery served homeride shall be famished through one meter at, or compensated to, the available transmission voltage. Result of service is not permitted becausely.

# MONTHLY RATE:

Base Charge: \$2,262.12

Diemond Charges:

Base Demand Charge \$10.77 per kW of Demand occurring during the On-Peak Period.

 Non-Paul Energy Charges
 Qui-Paul Particol
 Qui-Paul Particol

 Base Energy Charge
 1.41% per kWh
 1.385% per kWh

Additional Charges

See Billing Adjustments section, Short No. 8 000, for additional applicable charges.

Minimum: The Base Chargo plus the charge for the currently effective Base Demand.

#### RATING PERIODS:

Ost-Peak

November 1 through March 31: Mondays through Pridays during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thursdaying Day, Christmas Day, and New Year's Day.

April 1 through Cetcher 31: Mondays through Fridays during the boun from 12 noon EST to 9 p.m. EST excluding Minnertal Day, linkpendence Day, and Labor Day.

Off-Posk:

All other hours.

(Continued on Short No. 8 553)

Ninth Revised Sheet No. 8.553 Cancels Eighth Revised Sheet No. 8.553

(Continued from Short No. 8.552) DEMAND: The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-manute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor. TERM OF SERVICE Not less than one year. BULES AND REGULATIONS Service under this scholade 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: Tiffany Cobes, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Fifty-First Revised Sheet No. 8.602 Cancels Fiftieth Revised Sheet No. 8.602

## SPORTS FIELD SERVICE (Closed Schedule)

# RATE SCHEDULE: 08-2

## AVAILABLE:

brall areas served.

#### APPLICATION:

This is a transitional rate annihable to murricipal, county and school board accounts for the operation of a fortball, Insoball or other playground, or covic or community anditorium, when all such service is taken at the available primary distribution voltage at a single point of delivery and measured through one ment, and who were active as of October 4, 1981. Customer may also deet to receive service from other appropriate rate schedules.

## LIMITATION OF SERVICE:

Offices, concessions, businesses or space occupied by lumints, office than areas directly related to the operations above specified, are confided formulate and shall be separately served by the Company at utilization voltage. Not applicable when Rider TR is used.

# MONTHLY RATE:

Base Charge: \$155.44

Non-Paul Energy Charges:

Base Energy Charge 9.781st purkWh

Additional Charges:

See Billing Adjustments section, Short No. 8.030, for additional applicable charges.

Manager \$155.41

# TERM OF SERVICE:

Pending termination by Florida Public Service Commission Order.

## BUILES 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 tile 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.

Thirty-Seventh Revised Sheet No. 8,610 Cancels Thirty-Sixth Revised Sheet No. 8,610

## METROPOLITAN TRANSIT SERVICE

# RATE SCHEDOLE: MET

#### AVAILABLE

For electric service to Metropolitan Miami-Dada County Electric Trainel System (METRORAIL) at each point of delivery required for the operation of an electric framit system on continuous and configurate rights-of-way.

#### APPLICATION:

Service to be supplied will be faces phase, 60 heatz and at the standard primary distribution voltage of 13,200 volts. All service required by Customer at each separate point of delivery served hereunder shall be furnished through one mone reflecting delivery at primary voltage. Reside of service is not permitted hereunder. Rider TR or a voltage discount is not applicable.

#### MONTHLY RATE

Hase Charge: \$806.75

Demand Charges

Buse Domand Charge \$17.07 per kW of Demand

Non-Fud Energy Charges:

Base Energy Charge 2.27% perkWh

Additional Charges:

See Billing Adjustments section, Short No. 8 030, for additional applicable charges

Manamara. The Base Charge plus the charge for the currently effective Base Demand.

# DEMAND

The Demand is the kW to the mannet whole kW, as determined from the Company's metering equipment and systems, for the 30minute period of Customer's greatest use during the month as adjusted for power factor.

#### BILLING

Each point of delivery shall be separately billed according to the morthly charges as stated human. All billing units related to charges under this rate schedule shall be determined from motoring data on a monthly basis and determined for each point of delivery on the same monthly billing cycleday.

# TERMS OF SERVICE

Not loss than one year.

## BULES AND RECEALATIONS.

Service under this schedule is subject to orders of governmental bodies having paradiction and to the currently officeive "General Rules and Regulations for Electric Service" on tile 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.

Eighth Revised Sheet No. 8.650 Cancels Seventh Revised Sheet No. 8.650

#### COMMERCIAL/INDRISTRIAL LOAD CONTROL PROGRAM (OPPICNAL) (Cloud Schabbe)

## RATE SCHEDULE-CILC-I

#### AVAILABLE

In all areas served. Available to any commercial or inclusival conceser to which the load control provisions of this schedule can feasibly be applied, who, as of March 19, 1996, was either taking service parasent to this schedule or had a fully eccented copy of a Commercial lackstrial Load Control Agreement with the Company.

## LIMITATION OF AVAILABILITY:

This Rate Schedule may be modified or withdrawn sobject to determinations made under Commission Rules 25-17-0021(4), F.A.C., Cools for Electric Utilities and 25-6-9436, F.A.C., New-Firm Electric Service - Terms and Conditions or any other Commission determination.

# APPLICATION:

For electric service provided to any commercial or industrial customer as a part of the Commercial/Industrial Load Control Program Agreement between the Customer and the Company, who agrees to allow the Company to control at least 200 low of the Customer's load, or agrees to operate Backup Generation Equipment (see Definitions) and designate (af applicable) additional controllable designat to serve at least 200 low of the Customer's own load during periods when the Company is controlling load. A Customer shall enter into a "Commercial/Industrial Load Control Program Agraement" with the Company for service under this schedule. To establish the arrival qualification for service under this schedule, the Customer must have had an Co-Peak Demand (as defined below) during the summer using period (April through Oriobae) for at least flace of the persons twelve (12) months of at least 200 kw greater than the limit Demand or Costrollable Demand (as applicable) level specified in Section 4 of the Commercial/Industrial Load Control Program Agraement. This controlled load shall not be served on a firm service basis until service has been terminated under this rate schedule.

## SERVICE.

Three phase, 60 hertz at any soulable standard voltage.

A designated portion of the Customer's load served under this schedule is subject to control by the Company. Transformation Rider-TR, where applicable, shall only apply to the Customer's Maximum Demand for delivery voltage below 69 kv. Smallby Service is not provided heretaseler. Resale of service is not provided heretaseler. Resale of service is not permitted becomes:

(Continued on Short No. 8.651)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Thirty-Sixth Revised Sheet No. 8.651 Cancels Thirty-Fifth Revised Sheet No. 8.651

MONTHLY RATE	f from Short No. 8 650)	ř	
Market Control of the			
Delivery Voltage Level Mecumum Demand Level	Distribution below 69 kV CILC-1(G) CILC-1(D) 500 kW		CILC-I(T)
Base Charge:	200-100 kW \$191.13	8.above \$322.17	\$7.817.58
Demand Charges  per kW of Medinam Demand  per kW of Load Cornel On-Peak Demand  per kW of Firm On-Peak Demand  Non-Fool Energy Charges  Base Energy Charges  On-Peak Period charge per kWh  Off-Peak Period charge per kWh  Additional Charges:  See Billing Adjustments seeden, Sheet No. 8 000, for a  Minimum: The Base Charge ploa the Base Demand	gargaganawa mencuka Kabupatèn	\$3.42 \$3.97 \$1.403	None \$4.06 \$14.80 1.182¢ 1.182¢

Fifth Revised Sheet No. 8.652 Cancels Fourth Revised Sheet No. 8.652

(Continued from Sheet No. 8 651)

## LOAD CONTROL

#### Control Condition:

The Canterner's controllable load served under this Rate Schedule is subject to central when such control alleviates any emergency conditions or capacity shortages, eafler power supply or transmission, or whenever system load, actual or projected, would otherwise regard the posterior of the Company's generators. Peaking operation entails taking base leaded units, cycling units or combustion turbucs above the continuous rated output, which may overstrow the generators.

Fraguency. The Control Conditions will typically result in loss than fifteen (1%) Load Control Periods per year and will not exceed twenty-free (2%) Load Control Period within six (6) hours of a previous Load Control Period.

Notice. The Company will provide one (1) hour's advance notice or more to a Castomer prior to controllarly the Customer's controllable load. Typically, the Company will provide advance notice of four (4) hours or more prior to a Load Control Period. Such notice will be by electronic, written or oral. The Company shall not be responsible for the Customer's failure to receive or act upon such notice.

Duration. The denotion of a single Load Control Period will typically be four (4) hours and will not exceed six (6) hours.

In the court of an emergency, such as a Governing Capacity Emergency (see Defentions) or a major disturbance, greater frequency, loss notice, or longer direction than listed above may occur. If such an emergency develops, the Cantoner will be given 15 minutes' rotice.

Loss than 15 minutes' rotice may only be given in the aware that failure to do so would result in loss of power to time service customers or the purchase of emergency power to serve firm service customers. The Castomer agrees that the Company will not be liable for any damages or imparies that may occur as a result of providing no notice or less thannous (1) hour motice.

## Custome Responsibility:

Upon the successful installation of the load control equipment and/or any necessary backup generation apaigment, a test of this equipment will be conducted between the hours of 7 a.m. EST and 6 p.m. EST, Moreby through Feddy, exchaling helidays, as specified in the Commercial Industrial Load Control Program Agraement.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically control the Customer's load, as specified in the Commercial Inclustrial Load Control Program Agreement.

The Company will control the controllable portion of the Customer's service for a one-hour period (during designated on-peak periods), once per year for Company testing purposes on the first Wednesday in November or, if not possible, at a manually agreeable time and date, if the Customer's load has not been successfully controlled during a load control event in the previous twelve (12) months. Testing purposes include the testing of the load control equipment to mesme that the load is able to be controlled within the agreed specifications.

#### RATING PERIODS.

## On-Peak:

November 1 through March 31. Mondays through Findays during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST endoding Thankogiving Day, Christmas Day, and New Year's Day.

April 1 through October AL: Mendays through Endays during the boars from 12 noon ESP to 9 p.m. EST excluding Memorial Flay, Independence Day, and Labor Day.

#### Off-Peak:

All other hours.

(Continued on Short No. 8,653)

Fifth Revised Sheet No. 8.653 Cancels Fourth Revised Sheet No. 8.653

(Continued from Sheet No. 8-652)

## LOAD CONTROL PERIOD:

All hours established by the Company during a monthly billing period in which:

- the Customer's load is controlled (which includes the operation of the Customer's government), or
- the Customer is billed pursuant to the Continuity of Service Provision.

## DEMAND

Demand is the EW to the nexcest whole EW, as determined from the Company's metering equipment and systems, for the 30-minute period of Costomar's greatest use during the month as adjusted for power factor.

#### ON-PEAK DEMAND:

On-Peak Dermand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 36minute period of Castorner's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

#### MAXIMUM DEMAND:

Maximum Demand shall be the greater of the current month's domand whosever it occurs or the highest domand for the prior twenty-three.

(23) months. A Customer's Maximum Demand may be re-established to allow for the following adjustments:

- Demand reduction resulting from the installation of FPI, Demand Side Management Measures or FPI, Research Project
  efficiency measures; or
- Durand solutions resulting from the installation of other permanent and quartifiable efficiency measures, upon verification to EPIL or
- Permanent charges to customer facilities that result in a permanent loss of electric load, including any fiell substitution resulting importmentally reduced electricity consumption, spon verification by EPI.

The re-established Maximum Demand shall be the higher of the actual demand registered in the next billing period following the Contenur's written request of the price Maximum Demand mans the calculated demand reduction. Requests to re-establish the Maximum Demand may be processed up to twice per calendar your when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

# CALCULATION OF FIRM DEMAND AND LOAD CONTROL ON PEAK DEMAND

There will be two methods of calculating the Customer's Furn On-Peak Demand and Losd Control On-Feak Demand, depending on whether a "Firm Demand" or a "Controllable Demand" is designated in the Commorcial/Industrial Load Control Program Agreement.

# THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A FIRM DEMAND LEVEL:

# FIRM ON-PEAK DEMAND:

The Customer's monthly Firm On-Posk Demand shall be the leaver of the "Firm Demand" level specified in the Customer's Communical Industrial Load Control Program Agreement with the Company, or the Customer's highest on-posk demand during the month. The level of "Firm Demand" specified in the Customer's Communical Industrial Load Control Program Agreement shall not be exceeded during the periods when the Company is controlling the Customer's load.

(Continued on Short No. R.654)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Fourteenth Revised Sheet No. 8.654 Cancels Thirteenth Revised Sheet No. 8.654

(Continued from Short No. 8.653)

#### LOAD CONTROL ON PEAK DEMAND:

Load Control On-Peak Demand shall be the Customer's highest demand for the designated on-peak periods during the morth less the Customer's "Firm Demand".

# PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS FOR CUSTOMERS DESIGNATING A FIRM DEMANDLE VEL:

Canterners portified of a load control event should most their Firm Demand sharing periods when the Company is controlling load. However, energy will be made available during control periods if the Customer's failure to meet its Firm Demand is a result of our of the following conditions:

- 1. Force Majoure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- maintenance of generation equipment secressivy for the implementation of load control which is performed at a pre-arranged time and data mutually agreeable to the Company and the Contoner (See Special Provisions), or
- 3. adding firm load that was not previously non-firm load to the Customer's facility, or.
- 4. an event affecting local, state or national scennity, or
- an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration
  of FPUs transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or
  the USAF Range Safaty Officer at Cape Canavarul Air Force Safaton.

The Costome's mergy use (in excess of the "Firm Demand") for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods charing which power under the Continuity of Service Provision is no longer available, the Costomer will be billed, in addition to the normal charges provided between the greater of the Company's An-Available Energy cost, or the most operative energy (calculated on a cent pur bilevest hour basis) that FPL is purchasing or safing charing that period, less the applicable class flied charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

If the Company determines that the Costoner has stilled one or more of the exceptions above in an excessive matter, then the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

If the Customer exceeds the "Fern Demand" during a period when the Company is controlling load for any reason other than those specified above, then the Customer will be:

- Island the defference between the Firm On-Peak Demand Charge and the Load Control On-Peak Demand Charge for the excess low for the prior surty (n0) months or the number of months the Customer has been billed under this rate schedule, whichever is less, and
- 2. billiof a penalty charge of \$1.36 per low of excess low for each month of robilling.

Excess kw for rebiding and penalty charges is determined by taking the difference between the measurem demand during the Load Control Panod and the Customer's "Firm Demand".

(Command on Short No. 8 (55)

Third Revised Sheet No. 8.655 Cancels Second Revised Sheet No. 8.655

(Continued from Short No. 8,654)

#### THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A CONTROLLABLE DEMAND LEVEL.

#### FIRM ON-PEAK DEMANDS

The Costoner's monthly Form Co-Peak Demand shall be the Co-Peak Demand throug the exenth less the "Costonial's Demand" level specified in the Costonial's Communical Industrial Loud Control Program Agreement with the Company.

#### LOAD-CONTROL ON-PEAK DEMAND:

Load Control On-Peak Demand shall be the "Controllable Demand" level specified in the Customer's Communical landastrial Load Control Program Agreement with the Company.

# PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS FOR CUSTOMERS DESIGNATING A CONTROLLABLE DEMANDLEVEL:

Customers notified of a load control event should achieve the Controllable Demand Level during periods when the Company is controlling load, except under the following conditions:

- 1. Force Majoure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- maintenance of generation opagment necessary for the implementation of load control which is performed at a pre-arranged fame and date mutually agreeable to the Company and the Cristoner (See Special Provisions), or
- 3. adding time load that was not previously non-time load to the Chatteriote facility or
- 4. an event affecting local, state or national sensity; or
- an event whose nature requires that space leanth activities be placed in the critical mode (requiring a closed-loop configuration of FPCs transmission system) as designated and documented by the NASA Test Director at Kernedy Space Center audior the USAF Range Safety Officer at Cape Canavard Air Force Station.

The Castomer's energy use (in excess of the "Firm Demant") for the conditions hold above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Castomer will be hilled, in addition to the normal charges provided berearder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cent per kilowatt boor basis) that FPE, is purchasing or selling therog normal period, less the applicable class find charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rate 25-17-6825, FA.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will reminate service under this rate schedule as described in TERM CF SERVICE.

If the Customer does not achieve the Controllable Demand level during a period when the Company is controlling lead for any misson other than those specified above, than the Customer will be:

 billed the difference between the Firm On-Peak Dermed Charge and the Load Central On-Peak Dermed Charge for the robilling kw for the prior sixty (60) morths or the number of morths the Customer has been billed under this rate schedule, whichever is less, and

(Continued on Short No. 8.656)

Seventh Revised Sheet No. 8.656 Cancels Sixth Revised Sheet No. 8.656

(Continued from Short No. 8 (155))

billed a penulty charge of \$1.36 per kw of excess kw for each month of rebilling.

The low for relisting and penalty charges is determined by taking the difference between the Controllable Demand and the maximum demand sensibly reduced during the Lord Control Period. The Customer will not be rebilled or penalized twice for the same oxess low in the calculation described above.

As long as the Castemer's lead reduction from the operation of the control carear results in a demand during the Load Control
Period that is at or below the calculated Firm Demand for that billing period, the Castemer will not be required to pay the penalty
and rebilling charges.

#### TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Contones will delensing whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Coopery will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a five-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be communicated under this first Schedule should there be communicated under which the termination of the Customer's participation of the Company's offering of the program is desired.

Service under this Rate Schodule shall continue, subject to Limitation of Availability, until terminated by either the Congouny or the Customer upon written notice given at least five (5) years prior to termination. Should a Customer terminate service or be removed by the Congouny and later desire to resume service under this Rate Schodule, the Customer must provide five (5) years' written notice prior to resumm service under this Rate Schodule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Communical Industrial. Lond Control Program Agroment. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to dimenste, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, are any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm sorrice into schedule.

#### PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than five (5) years' written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to expensate to serve all of the previously controlled Load Control On-Peak Demand and to take interruptible standby service from the Company, the Customer may terminate the Company advance written notice to the Company.

(Continued on Sheet No. 8 (57)

Second Revised Sheet No. 8.657 Cancels First Revised Sheet No. 8.657

(Continued from Sheet No. 8:656)

If service under this liste Schadule is terminated for any musor, the Oustoner will not be rabilled as specified in Charges for Early Termination of

- if has been demonstrated to the setisfaction of the Company that the impact of such transfer of service on the economic costeffectiveness of the Company's CILC program is in the best interests of the Costomer, the Company and the Company's other
  contorners, or
- b. The Customer is required to transfer to another setal note schedule as a routh of Commission Role 25-6-0438, F.A.C., or
- 6. the termination of service under this Rate Schodule is the result of either the Customer's casing operations at its facility (without continuing or establishing similar operations absorber in the Company's service area), or a decision by the Customer to eogenesise to serve all of the proviously controlled Load Control On-Peak Demand and to take interruptible standing service. Sinn the Company, or
- d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the coising Customer(s) agree(s) to take service under this schodule and the MW demand reduction consistency to the Company's Generator: Expansion Plan has been met and the new replacement Customer(s) has (have) the equipment installed and is (any) available to perform load control, or
- FPL determines that the Customer's MW reduction is no longer needed in accordance with the FPL Numeric Commercial Industrial Conservation Golds.

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph d. above, but the replacement Customer(s) does(do) become available within twelve (12) months from the date of termination of service under this schedule or FPL later determines that there is no most fix the MW trahedom in accordance with the FPL Numeric Commercial/Industrial Conservation Goals, then the Customer will be refunded all or part of the refulling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Load Control Periods which may excur before the replacement Customer(s) became available.

## Charges for Early Termination:

#### In the event that

- a) service is terminated by the Company for any mason(i) specified in this section, or
- b) there is a termination of the Customer's conting service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or a curtallable service rate schedule, or under this schedule with a shift from non-firm load to firm service.
  - () at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite free (5) years' advance written notice, or
- the Customer transfers the controllable portion of the Customer's load to "Firm Domain!" or to a firm or a curtallable service rate schedule without providing at least five (5) years' advance writtemposice.

(Continued on Short No. 8 658)

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

Effective: November 15,2002

Seventh Revised Sheet No. 8.658 Cancels Sixth Revised Sheet No. 8.658

(Continued on Short No. 8.657)

#### then the Customer will be:

- seldled under the otherwise applicable firm or outsidable service rate schedule for the shorter of (a) the prior stoty (60)
  months during which the Contorner was billed for service under this Rate Schedule, or (b) the number of months the
  Contorner has been billed under this Rate Schedule, and
- 2. billed a parally charge of \$1.36 per kw times the number of months rebilled in No. 1 above times the highest Lond Control On-Peak Demand occurring their prior through the prior twenty-three (23) months.

## SPECIAL PROVISIONS:

- Control of the Customer's load shall be accomplished through the Company's load management systems by use of control
  circuits connected directly to the Customer's switching equipment or the Customer's load may be controlled by use of an energy
  management system where the firm demand or controllable demand level can be established or modified only by means
  of joint access by the Customer and the Company.
- The Customer shall great the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned lead control equipment.
- It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.
- 4. The Company is not negated to install lead control equipment if the installation cannot be economically justified.
- 5. Billing under this schedule will construct after the installation, inspection and successful testing of the load control equipment.
- Maintenance of generation equipment necessary for the implementation of load control will not be scheduled during periods
  where the Company projects that it would not be able to withstand the loss of its largest uset and continue to serve firm
  service customers.

#### CONTINUITY OF SERVICE PROVISION:

Int order to minimize the frequency and dozation of interruptions or requests that the Customer operate its backup generation equipment, the Company will attempt to obtain masonably available additional superity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortley, in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. Any non-firm customers so electing to receive capacity and/or energy which enable(s) the Company to continue survice to the Customer's non-firm loads during those periods will be subject to the additional charges set forth below.

(Continued on Sheet No. 8 659).

Third Revised Sheet No. 8.659 Cancels Second Revised Sheet No. 8.659

(Continued from Sheet No. 8:658)

In the event a Castomer efacts not to have its non-firm load interrupted personnt to this Schodale, the Customer shall pay, in addition to the revinal charges provided homeoder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class field charge for the period during which the load would otherwise have been controlled (see Short No. 8.030). This incremental charge shall apply to the Customer for all consumption above the Customer's Firm Demand during the time in which the non-firm load would otherwise have been controlled. If, for any mason during such period, this capacity and/or energy in (art) no longer available or cannot be accommodated by the Company's system, the terms of this Commission of Service Provision will count to apply and interruption will be required for the remainding of such period urban energy use in for one of the conditions outlined under "Provisions for Energy Use Daring Control Periods".

Any customer served under this rate schedule may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Commercial Indicated Load Control Program Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 bears' written notice (not including helicitys and weekends) and must be by mutual agreement, in writing, between the Consense and the Company. In made case, the written notice will replace may paint election with regard to this Continuity of Service Provision.

#### 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(s) of this schedule and said "General Rules and Regulations for Electric Service", the provision(s) of this schedule shall apply.

#### DEFINITIONS:

Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

Force Majoure.

Force Majoure for the purposes of this schedule means causes not within the reasonable control of the Customer affected and not enused by the regligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, nots, emigrammatal constraints lawfully imposed by finderal, state, or local governmental bodies, explosions, fires, floods, lightning, wird, acculents to equipment or machinary, or similar occurrences.

Backup Generation Equipment:

Backup generation equipment shall be Customer-provided generation equipment and switch goar. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling lead.

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

Effective: November 15,2002

Twenty-Fourth Revised Sheet No. 8.680 Cancels Twenty-Third Revised Sheet No. 8.680

#### COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER (CDR) (OPTIONAL)

# AVAILABLE

In all areas served. Available to any communial or industrial existence receiving service under Rate Schoolses GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLDT-2, GSLDT-3, GSLDT-3, or HLFT through the execution of a Commercial/Industrial Demand Reduction Rider/Agreement in which the lead control provisions of this tider can fassibly be applied.

#### LIMITATION OF AVAILABILITY:

This Rider may be medified or withdrawn subject to determinations made under Commission Rules 25-17:0021(4), F.A.C., Goals for Electric Vilities and 25-6-008, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

# APPLICATION:

For electric service provided to any commercial or industrial customer recovering service under Rate Scheidile GSD-L GSDT-L GSLD-1,GSLD-1,GSLD-1,GSLD-2, GSLDT-2, GSLDT-3, or BLFT who as a part of the Communical Industrial Demand Reduction Ridor Agreement between the Contoner and the Company, agrees to allow the Company to control at least 250 kW of the Customer's local, or agrees to operate Backup Generation Equipment (see Definitions) and designate (if applicable) additional controllable dimension to serve at least 250 kW of the Customer's own load during periods when the Company is controlling load. A Customer's all enter into a Commercial lockstrial Reduction Demand Rider Agreement with the Company to be eligible for this Rider. To establish and maintain qualification for this Rider, the Customer must have had a Utility Controlled Demand during the assumer Controllable Rating Period (April 1 though October 31) for at least first out of seven months of at least 200 kW greater than the First Demand level specified in Section 4 of the Communical Industrial Demand Reduction Refer Agreement. The Utility Controllad Demand shall not be served on a firm service basis until service has been intrinsical under this Rider.

## LIMITATION OF SERVICE

Customers participating in the General Service Load Management Program (FFL "Bosiness On Call" Program) or Economic Development programs are not eligible for this Ricket.

#### MONTHLY RATE.

All rates and charges under Rate Schedules GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLDT-1, GSLDT-2, GSLDT-2, GSLDT-3, HLFT shall apply in addition, the applicable Monthly Administrative Adder and Utility Controlled Demand Credit shall apply.

## MONTHLY ADMINISTRATIVE ADDER:

Eate Schedule	Adder.
GSD-1	\$151.12
GSDT+1, HLFT (25-89 kW)	\$151.17
GSLD-1, GSLDT-1, HLFT (506-L999 kW)	\$206.95
GSLD-2, GSLDT-2, HLFT (2,000 kW or greater)	\$85.63
GSLD-3, GSLDT-3	\$260.61

## LITILITY CONTROLLED DEMAND CREDIT:

A monthly crofit of (\$8.70) per kW is allowed based on the Customer's Utility Controlled Demass).

# UTILITY CONTROLLED DEMAND:

The Critisty Controlled Demand for a month in which there are no load control events during the Controllable Rating Period shall be the wars of the Customer's KWIs usage during the hours of the applicable Controllable Rating Period, devided by the total mamber of hours in the applicable Controllable Rating Period, less the Customer's Firm Demand.

In the event of Load Control occurring during the Controllable Rating Period, the Utility Controllad Demand shall be the sum of the Customer's kWk usage during the hours of the applicable Controllable Rating Period less the sum of the Customer's kWk usage during the Load Control Period, divided by the number of nen-load control boxes occurring during the applicable Controllable Bating Period, less the Customer's Firm Demand.

(Continued on Sheet No. 8.681)

Third Revised Sheet No. 8.681 Cancels Second Revised Sheet No. 8.681

#### FLORIDA POWER & LIGHT COMPANY

(Continued from Short No. 8 680)

#### CONTROLLABLE RATING PERIODS:

Newtonber 1 through Metch 31. Monthlys through Frisleys during the hours from 6 a.m. EST to 9 a.m. EST multiding Thomburing Day, Christmas Day, and New Your's Day.

April 1 through October 31. Mondays through Fridays through the hours from 3 p.m. EST to 6 p.m. EST excluding Memorial Day, Independence Day, and Jahor Day.

#### FIRM DEMAND:

The Customer's monthly Farm Demand shall be the losses of the "Farm Demans" level specified in the Commercial/Inclustrial Demand. Reduction Rider. Agreement with the Company, or the Customer's maximum demand thring the applicable Controllable Rating Period. The level of "Farm Demans" specified in the Communical Inclusivial Demand. Reduction Rider. Agreement shall not be exceeded thring the periods when the Company is controlling the Customer's load.

#### LOAD CONTROL:

#### Control Condition.

The Customer's controllable load served under this Rider is subject to control when such control alleviates any emergency somblitums or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entails taking base loaded units, cycling units or combandors turbines above the continuous ratio-bodgest, which may constrond the generators.

<u>Promotory</u>: The Control Conditions will repically result in less than fifteen (15) Load Control Periods per year and will not exceed twenty-five (25) Load Control Periods per year. Typically, the Company will not initiate a Load Control Period within six (6) from of a previous Load Control Period.

Notice: The Company will provide one (1) hours advance notice or more to a Castomer prior to controlling the Castomer's cortrollable load. Typically, the Company will privide advance reduce of few (4) hours or more prior to a Load Control Period. Sometime will be by electrosec, written or und. The Company shall not be impossible for the Castomer's failure to encoure or act upon such notice.

Christian: The danton of a single Load Control Period will typically be three (3) hours and will not exceed six (6) hours.

In the event of an emergency, such as a Generating Capacity Emergency (see Definitions) or a major disharbance, greater frequency, less retice, or longer duration than listed above may occur. If such an emergency develops, the Castomer will be given 15 minutes notice. Less than 15 minutes notice may only be given in the event that failure to do so would result in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Castomer agrees that the Company will not be liable for any damages or impries that may occur as a result of providing no notice or loss than one (1) hour notice.

# Customer Responsibility:

Upon the successful installation of the load control equipment, a test of this equipment will be conducted as specified in the Commercial behavioral Demand Roduction Demand Rider Agreement. Testing will be conducted at a mutually agreed be time and date. This time and dateshall typically be within the Controllable Rating Pariod unless otherwise agreed by the Company.

The Costomer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically control the Contenue's lead, as specified in the Commercial Industrial Detrained Reduction Rider Agreement.

The Company will control the controllable portion of the Customer's service for a one-how period (typically within the Controllable Rating Periods) once per year for Company testing purposes on the first Wednesday in November or, if not possible, at a mutually agreeable time and date, if the Customer's load has not been successfully controlled during a load control event in the periods twelve (12) months. Testing purposes include the testing of the load control equipment to ensure that the load is able to be controlled within the agreed specifications.

#### LOAD CONTROL PERSOD.

All hours established by the Company during a monthly billing period in which

- I. the Customer's load is controlled or
- the Customer is billed pursuant to the Continuity of Service Provision.

(Continued on Sheet No. 8 (82)

Sixteenth Revised Sheet No. 8.682 Cancels Fifteenth Revised Sheet No. 8.682

(Commed from Sheet No. 8,681)

#### PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS:

Costomes notified of a load control event should not exceed their Firm Demand during periods when the Company is controlling load. However, electricity will be made available during control periods if the Castome's failure to meet its Firm Demand is a reside of one of the following conditions:

- 1. Ferce Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company; or
- maintenance of generation egaptions accessary for the amplementation of load council which is performed at a pre-arranged time and date manually agreeable to the Company and the Contonex (See Special Provisions), or
- 3 adding firm load that was not previously non-firm load to the Customer's facility, or
- 4. an event affecting local, state or national security, or
- an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center audior the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Costomer's energy use (in excess of the Firm Demarch) for the conditions listed above will be billed parament to the Continuity of Service Provision is no longer available, the Continuity of Service Provision is no longer available, the Continuity of Service Provision is no longer available, the Continuity of Service Provision is no longer available. Everyy toot, or the most experience energy (calculated on a cont per kilowatt-hour basis that EPL is parchasing or selling during that perixt, less the applicable class fast charge. As-Available Energy cost is the cost calculated for Schoolsh COO-1 in abcordance with EPSC Rule 25-17-8625. F.A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above to an excessive manner, the Company will terminate service under this rider as described in TERM OF SERVICE.

If the Customer escoads the Firm Damard thing a period whan the Company is controlling load for any romen other than those specified above, then the Customer will be:

- billed a \$8.70 charge per kW of excess kW for the prior sixty (60) months or the number of months the Customer has been billed under this rider, whichever is less, and
- 2. billed a penalty charge of \$1.29 per kW of excess kW for each month of rebilling.

Excess kW for rebilling and penalty charges is determined by taking the difference between the Customer's kWh usage during the load control period and the Customer's "Furn Demand". The Customer will not be rebilled or penaltred twice for the same excess kW in the calculation described above.

(Continued on Short No. 8:683)

First Revised Sheet No. 8.683 Cancels Original Sheet No. 8.683

(Continued from Sheet No. 8,682).

# TERM OF SERVICE:

During the first year of service under this Rider, the Customer will determine whether or not this Rider is appropriate for the Customer and may request to cost the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rider for the life of the generating unit which has been avoided by the Rider. Those is, however, a Sive-year termination notice provision which will allow other the Customer or the Company to terminate service under this Rider should there by circumstances under which the termination of the Customer's participation or the Company's officing of this Rider is desired.

Service under this Rider shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.

The Company may luminate service under this Riche at any time for the Customer's failure to comply with the terms and conditions of this Riche or the Communical Industrial Domand Reduction Riche Agreement. Prior to any such termination, the Company shall notify the Customer's failure to comply. The Company may then terminate service under this Riche at the end of the 90-day notice period unless the Customer takes measures necessary to climinate, to the Company's satisfaction, the compliance deficiencies described by the Company's Notwithstanting the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective section, the Company shall be entitled to suspend forthwith the monthly credits under this Riche and bill the Customer under the otherwise applicable firm service rate wheelole.

#### PROVISIONS FOR EARLY TERMINATION.

Termination of this Rider, with less than five (5) years' written notice, for which the Customer would qualify, may be permitted if it can be shown that each termination is in the best interests of the Customer, the Computer and the Computer's other customers.

If the Customer to longer wishes to receive ejectric service in any form then the Company, or decides to cognitude to service if of the previously Utility Controlled Demand and to take interruptible stassibly service from the Company, the Customer may terminate the Company in the Customer may terminate the Company in the Customer may terminate the Company advance written notice to the Company.

If service under this Rider is terminated for any reason, the Customer will not be robilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic costeffectiveness of the Company's Commercial Industrial Demand Reduction Rider is in the best interests of the Customer, the
  Company and the Company's other customers, or
- the Costomer is required to terminate this Rider as a result of Commission Rule 25-6.0408; F.A.C., or a Commission decision pursuant to this rule, or
- 6. the termination of service under this Rider is the result of either the Customer's couring operations at its facility (without continuing or establishing similar operations elsewhere in the Compuny's service area), or a decision by the Customer to cogenerate to serve all of the proviously utility controlled load and to take interruptible standing service from the Company, or
- d. any other Codonier(s) with demand reduction agreealent to, or greater than, that of the existing Customer(s) agree(s) to take service under this Rider and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has thave) the opagement installed and is (and) available to perform load control, or
- EPL determines that the Customer's MW radiation is no longer needed in secondarce with the EPL Numeric Communical Industrial Conservation Goals

(Continued on Sheet No. 8 684)

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

Effective: November 15, 2002

Twelfth Revised Sheet No. 8.684 Cancels Eleventh Revised Sheet No. 8.684

#### (Continued from Sheet No. R 683)

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified. In paragraph d. above, but the replacement Customer(s) does(do) become available within twatve (12) months from the date of termination of service under this Ridge or FPL later determines that there is no need for the MW reduction in accordance with the FPL. Numeric Commercial/habstrial Conservation Soda, then the Customer will be refused all or put of the rehilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any load control periods which may occur before the replacement Customer(s) became available.

## Charges for Early Termination:

#### In the event that:

- service is terminated by the Company for any reason(x) specified in this section, or
- there is a termination of the Customer's cointing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or a captailable service rate schedule, or under this inderwith a shift from non-firm load to fices service.
  - () at a different location in the Company's service area, or
  - ii) sender a different manse or different ownership, or
  - under ofter circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (Syears' advance written notice, or
- the Customer transfers the controllable portion of the Customer's load to "Firm Domand" or to a firm or a custodable service rate schedule without providing at least five (5) years' advance written notice;

#### then the Costomer will be:

- rebilled SS 70 per &W of Unitry Controlled Demand for the shorter of (a) the most secont prior sixty (60) months during which the Customer was falled for service order this Rider, or (b) the signifier of months the Customer has been fulful under this Rider, and.
- hilled a penalty charge of \$1.29 per kW of Utility Controlled Demand times the number of months rebilled in No. 1 above.

# SPECIAL PROVISIONS:

- Control of the Customer's load shall be accomplished through the Company's load management systems by use of control
  circuits connected threefy to the Customer's swetching equipment or the Customer's load may be controlled by use of an energy
  management system where the firm demand level care be established or modified only by means of joint access by the Customer
  and the Company.
- The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing. Company- owned lead control equipment.
- 3. It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.
- 4. The Company is not required to install lead control equipment if the installation cannot be economically justified.
- 5. Cradits under this Rides will commune after the installation, impection and successful testing of the load control equipment
- Maintenance of equipment (including generators) necessary for the implementation of load control will not be scheduled thirting periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

(Continued on Short No. 8 685)

First Revised Sheet No. 8.685 Cancels Original Sheet No. 8.685

(Centisped from Sheet No. 8684)

#### CONTINUITY OF SERVICE PROVISION:

In order to maranzoe the Sequency and duration of enterruptions, the Company will afterpt to obtain reasonably available additional capacity and/or energy during periods for which interruptions may be requested. The Company's obligation in this cognid is no different than its obligation in general to purchase power to serve its Costomers during a capacity shortage; in other woods, the Company is not obligated to account for, or otherwise reflect in its generalize planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. Any non-firm customers so clothing to receive capacity under energy which multiply the Company to continue service to the Customer's non-firm loads during these periods will be object to the additional charges set forth below.

In the event a Customer elects not to have its non-firm load interrupted pursuant to this Rider, the Customer shall pay, in addition to the normal charges provided hereunder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class find charge for the period during which the load would offservise have been controlled (see Sheet No. 8.030). This tracemental charge shall apply to the customer's non-firm load for all consumption where the Customer's Period Demand during the time in which the non-firm load would otherwise have been controlled. If, for any reason during such period, this capacity and/or energy is (see) no larger available or carnet by accommodated by the Company's system, the terms of this Continuity of Service Provision will ocas to apply and interruptions will be required for the remainder of such period under "Provisions for Energy Use During Control Periods".

Any customer served under this Rider may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Commercial Industrial Demand Reduction Agreement. Any adjustment or change to the election must be provided to the Compuny with at least 24 hours' written notice (not undusing holidays and weekends) and must be by mutual agreement, in writing, between the Customer and the Compuny. In such case, the written notice will replace any prior election with regard to this Continuity of Service Provision.

#### RULES AND REGULATIONS:

Service under this rider 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(s) of this rider and said "General Rules and Regulations for Electric Service", the provision(s) of this rider shall apply.

#### DEFINITIONS:

Generating Capacity Emergency:

A Generating Capacity Energency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including psychased power, to supply its first load obligations.

Force Majoure

Force Majorare for the purposes of this rider means coases not within the ceasonable control of the Customer affected and not caused by the negligenee or lack of the diligenee of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfielly imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

Backup Generation Equipment:

Backup generation egapment shall be Castome-provided generation egapment and switch guar. This generation egapment will be utilized for armogeney purposes, including periods when the Company is controlling load.

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

Effective: November 15, 2002

Original Sheet No. 8.686

#### CURTAILABLE (DAD LIMITED AVAILABILITY EXPERIMENTAL RIDER: (OPTIONAL RIDER (CL) / CLOSED SCHEDULE)

#### AVAILABLE:

Available to Customers that had executed a Curtailable Load Service Agreement with the company on or before December 31, 2021 and had commuted to a minimum Non-Firm Demand of 4,000 kW. Service under this rate schodule is subject to installation of equipment necessary for implementation.

This Rider will be closed to further subscription.

#### LIMITATION OF AVAILABILITY:

This Bider may be modified or withdrawn subject to determinations made under Commission Rules 25-17.0021(4), F.A.C., Goals for Electric-Utilities and 25-4-0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

#### APPLICATION:

This Rider is applicable to any Customer whose actual measured demand through one or more accounts is sort less than 4,000 kW during the previous 12 months and who maintains an annual load factor of not less than sixty percent (60%). Multiple accounts may be combined to meet the demand and load factor requirements provided the demand expense is coordinated from a single location, and a single point of contact is provided to the Company for notification. Participating Customers are required to execute a Curtailable Load Service Agreement with the Company.

This Rider is also applicable only to premises at which an interruption of electric service will primarily affect only the Customer, its employers, agents, lessees, tenants or business guests, and will not significantly affect members of the general public, nor interfere with functions performed for the protection of public health or safety unless adequate on-site backup generation is available.

This Rider is offered to conjunction with the rates, terms, and conditions of the rate schedule under which the Costoner takes service and affects the total bill only to the extent that the rates, terms, and conditions under this Rider differ from the natus, terms, and conditions of such rate schedule.

### LIMITATION OF SERVICE:

Customers participating in the General Service Load Management Program (FPL "Business On Call" Programs are not aligible for this Rider.

#### MONTHLY RATE:

All rates and charges under Rate Schedules GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLDT-3, HLFT shall apply

### UTILITY CONTROLLED DEMAND:

The Utility Controlled Demand for a morth in which there are no lond control events during the Controllable Rating Period shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period, decided by the total number of hours in the applicable Controllable Rating Period, less the Customer's Firm Domand.

In the event of Load Central occurring damy the Controllable Batting Period, the Utility Controllable Demand shall be the name of the Controllable Rating Period less the same of the Controllable Rating Period less the same of the Controllable Rating Period, less the same of the Controllable Rating Period, less the Controllable Rating Period,

(Continued on Short No. 6:487)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Tariff Sheet No. 8.687

(Continued from Short No.8 (86)

#### CONTROLLABLE RATING PERIODS:

A containent period may be designated by the Company when Non-Firm Demand curtailment is nucessary to allowist; any conditions that could lead to the interruption of power supply in the NEE Balancing Acea, a local area or a region. Such conditions include, but are not lariest to, those where curtailment is necessary to prevent capacity or energy emergencies and area potential selections of south sections or voltage collapse. The curtainment period designation will follow Company-applicable NEBC, regional, state, public service commission of local standards or gradelines. Typically, the Company will provide advance notice of 30 minutes of more provide accurate period. If requested, the Company will respond to impairies from the Contemer regionling a curtailment period and provide requested information arganizing the event to the goods such information is not confidential, proprietary, or non-public framenassistations.

#### COMPLIANCE INCENTIVE:

The Company may terminate service under this Rider at any time for the Contomer's failure to comply with the terms and conditions of this Rider or the Curtaiable Load Service Agreement. In such event, the Company shall be entitled to immediately suspend future monthly credits under this Rider and bill the Contomer for the total value of the oredits received during the lesser of (i) the prior (i) months, (ii) the number of months which have dispised used the occurrence of the most recent curtailment period, or (iii) the number of months which have dispised used the Contomer Seçan service under this Rider.

An incident of non-compliance will be considered to have occurred if the Customer's maximum integrated thirty (30) minute demand to the nearest kilowatt (kW) during a curteliment period or test period is greater than the Firm Demand.

#### DETERMINATION OF FIRM DEMAND AND NON-FIRM DEMAND:

Firm Demand is defined as the amount of demand that the Customer's measured demand carnot exceed during a custalizant period or test period.

Nort-Firm Demand is defined as the amount of demand that the Costomer agrees to reduce during a cartailment period or test period.

The Customer's Firm Demand and Non-Firm Demand shall be established in the Custafable Load Service Agreement with the Company. The sum of a Customer's Firm Demand and Non-Firm Demand shall not exceed the Customer's maximum measured demand. If the sum of a Customer's Firm Demand and Non-Firm Demand exceeds the Customer's maximum measured demand datage a year, the Non-Firm Demand for the following year will be reduced by the difference. The contracted Firm and Non-Firm Demand may be adjusted proactively by matual agreement of the Customer and the Company.

#### CREDIT

Monthly coulds will be paid to the Castomer based on the product of the Non-Firm Demand and Could Value as specified in the Castallable Load Service Agreement. Should the sum of a Castomer's Firm Demand and Non-Firm Demand exceed the Castomer's maximum measured demand during a year, the subsequent monthly coulds for the following year will be reduced by the difference between the sum of the Castomer's Non-Firm Demand and Firm Demand and the Castomer's maximum measured demand for the prior year multiplied by the Casto Value.

(Continued on Sheet No. 8.688)

Original Tariff Sheet No. 8.688

(Continued from Shert No.8.687)

#### DEMONSTRATION PERIOD:

Prior to the Customer taking service under this Rider, the Customer must demonstrate their ability to reduce their electrical demand. to a level equal to, or below, their Firm Demand as specified in the Curtailable Load Service Agreement. The Castomer will be notified 30 minutes prior to the required demonstration period. The demonstration period will occur within 30 days of the Company. being notified by the Customer that it wishes to take service under this Rider. The demonstration will be for a period of no more than two cornecutive hours.

#### SPECIAL PROVISIONS

- Service under this Rider to not available to a Cantomer whose promises are designated by one or more governmental agencies for too as a public shelter during a notated disaster and/or a duclated state of emergency.
- Credits under this Rider shall communes after the successful demonstration of demand reduction by the Contourne as determined by the Company
- The Company reserves the right to too the Costomer's ability to comply with the provisions of this Rider for a one-hour test period if there has not been a curtalishie period or demonstration period for the Customer during the previous 12 months. These test periods will not be considered curtailable periods.
- 4. If the Customer terminates participation prior to the expiration of their full contract term, the Customer will not be allowed to participate in this program for two subsequent years.

  Contourns who exit the program prior to the full expension of their full contract term and who subsequently re-enter the program.
- may only take service under the terms of their original contract until its expiration.
- Casteons taking service under negotiated contracts may participate in Rides CL provided that such participation is explicitly. pomitted in the Continuer's executed contract.

#### TERM OF SERVICE.

Service under this Riche requires a Curtailable Load Service Agreement Invang a term of 15 years beyond the anticipated in service date of the Company's Avoided Unit or Resource. Customers may terminate their Curtailable Load Service Agreement without penalty or hability by providing the Company with at least five (5) years advanced written notice. In such event, the Curtallable Load Service Agreement will automatically terminate on the day following the fifth autiversary of the date of the Customer's termination notice

If the Costumer cases taking service under the Rider prior to the expiration of the full contract term and without the required advanced written notification, the Company will bill the Customer for the total value of the credits exceived during a period equal to the lesser of (i) the prior 60 months, (ii) the number of months which have elapsed since the occurrence of the most recent curtailment period; or (iii) the member of months which have elapsed since the Customer began service under this Rader.

Service under this Rider is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

### BUILES AND REGULATIONS:

Service under this rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Roles and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision(s) of this rider and said "General Rules and Regulations for Electric Service", the provision(s) of this rider shall apply.

#### DEFINITIONS:

Generating Capacity Emergency:

A Concrating Capacity Emergency exists when any one of the sheerist utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

Force Majoure for the purposes of this rater means causes not within the reasonable control of the Castomer affected and not caused by the negligence or lack of the diligence of the Distorner. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, nots, environmental constraints lawfully imposed by finderal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, socidents to equipment or machinery, or similar occurrences

Backup Generation Equipment

Backup generation equipment shall be Customer-provided generation equipment and switch gear. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fifteenth Revised Sheet No. 8.715 Cancels Fourteenth Revised Sheet No. 8.715

## (Closed Schedule)

#### RATE SCHEDULE: SL-1

#### AVAILABLE

In all areas served.

#### APPLICATION:

For lighting streets and roadways, whether public or private, which are thoroughfares for normal flow of vehicular traffic. Lighting for other applications such as memorphism and privately-owned parking lots, parks and recreational areas; or any other area not expressly defined above, is not permitted under this schedule except for lighting in such an application that was already under this schedule prior to July 9, 1992. Lamp replacement and energy-only service is available to existing customer facilities taking service under this rate prior to famoury 1, 2017. All other services will be applicable to Customers who were active prior to Jamuary 1, 2022.

#### TYPE OF INSTALLATION:

FPL-owned fixtures normally will be mounted on poles of EPL's costing distribution system and served from overhead wints. On request of the Customer, FPL will provide special poles or underground wints at the charges specified below. Customer-owned systems will be of a standard type and design, perturbing service and lamp replacement at no adnormal cost to FPL. All modifications on existing Customer-owned energy-only or re-lamp lights or new Customer-owned circuits to motored under SL-IM Street Lighting Metered Service traiff.

#### SERVICE

Service includes large ensewals, patrol, energy from dask each day until dawn the following day and maintenance of FPL-owned Street Lighting Systems.

#### LIMITATION OF SERVICE.

For Mercury Vapor, Fluorescent and Incardescent luminaires, no additions or charges in specified lumin output on existing installations will be permitted under this schedule after October 4, 1981 except where such additional lights are required in order to match existing installations.

Existing Company owned non-LED fixtures such as high-pressure sodium vapor OPSV), mercury vapor or tretal helide luminaires permitted in closed teariffs prior to January 1, 2022 will be considered legacy fixtures. Service will remain as large renewals and fixture tretal such time when the Company decides to no longer make available. The Company will communicate a plan to replace non-LED fixtures with LED fixtures with LED fixtures with LED fixtures.

Stand-by or totale service is not permitted horounder.

#### CUSTOMER CONTRIBUTIONS:

A Contobution-in-Aid-of-Construction (CIAC) will be required for

- a) the differential cost between employing rigid construction techniques in treaching, backfilling and pole installation work where no obstructions cost, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as addewalls, curbs, gritten, and readways), lambeaping, sodding and other obstructions encountered along the Street Light System installation route, including repair and replacement. If the Custerner elects to perform work such as trenching and restoration, they will be correlated by EPL, with a credit (not to exceed the total CLAC cost) for the value of this work as determined by EPL.
- 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 Steet Lighting System less four (4) times the additional around non-fuel energy revenue generated by the installation or alteration of the Street Lighting System, plus where underground facilities are installed, the differential installation cost between underground and everland distribution facilities.

(Continued on Short No. 8.716)

Forty-Second Revised Sheet No. 8.716 Cancels Forty-First Revised Sheet No. 8.716

#### (Continued from Short No. 8.715)

These costs shall be paid by the Customer prior to the initiation of any construction work by FPL. The Customer shall size pay any additional costs associated with design medification s requested after the original astimate has been made.

#### REMOVAL OF FACILITIES.

If Steet Lighting fielities are removed by either Customer request or termination or breach of the agreement, the Customer shall pay FFL on amount organi to the original austalied cost of the removal facilities less any sulvage value and any deprenation though consumer. depreciation rates as approved by the Plenda Public Service Commissioni plus removal cost

#### MONTHLY RATE:

							FPL-Owned		Charge for Co Owned Unit O	
Luminaire Lare		Lamp Size testial Lumens / Watts		Estimate	Florens	Mairro- mess	Energy Non-Fuel	<u>Total</u>	Relamping/ Emerge	Energy Only
High Pre	soure	1					**	***		
Sodium Vapor		6,300	70	29	\$5.34	\$2.18	\$1.00	\$8.52	\$3.18	\$1.00
		9,500	100	-01	\$4.96	52.19	\$1.41	\$8.56	\$3.60	31.41
*	*	14,000	150	60	\$5.11	52.22	\$2.00	59.39	54.28	\$2.00
		22,000	200	88	\$7.75	52.83	\$3.02	\$13.60	\$5.85	\$3.02
*	*	50,000	400	168	\$7.83	\$2.82	\$5.77	516.42	\$8.61	\$5.77
	*	27,500	250	110	\$8.24	\$3.07	\$3.99	\$15.30	\$7.06	\$3.99
#	*	140,000	1,000	433	810.40	\$5.52	\$1413	\$32.05	\$19.65	\$14.13
Mercury Vapor		6,000	140	62	\$3.85	\$1.95	52.13	\$7.93	\$4.09	\$2.13
		8,600	175	7.7	53.92	\$1,95	\$2.05	\$8.52	\$4.60	\$2.65
*		11,500	250	104	\$6.53	\$2.81	\$3.57	\$12.91	\$6.91	\$3.57
		21,500	400	160	\$6.50	\$2.77	\$5.50	\$14.77	\$8.90	\$5.50

<sup>\*\*</sup> The non-fiel energy charge is 3,437¢ per kWh.

### Charges for other FPL-owned thelittex:

Wood pole used only for the street lighting system	\$3.00
Concrete pole used only for the street lighting system	\$8.20
Fiberglass pole used only for the street lighting system	59.69
Steel pole used only for the street lighting system	\$8.20
Underground conductors not underpaying	4.963e per foor
Underground conductors under paving	11.977¢ per foot

The Underground conductors under puring charge will not apply where a CIAC in paid pressunt to section "at" under "Customir Countbutions.\* The Orderground conductors not under paying charge will apply in those structions. SPECIAL PROVISION.

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

Facilities Charge: 1.28% of the Company's average installed cost of the pole, light flature, or both.

FPL shall use the maintenance charges in this turiff for features that fall under the special provision based Maintenance Chargo:

on wattage. If a special pervision fixture falls between two wattages, the maintenance charge will be

averaged between two-existing wattages.

Non-Fud Energy Charge: 3.437¢%Wh

(Continued on Sheet No. E.717)

<sup>\*\*\*</sup> Hills randoral based on "Total" charge. Unbanding of charges is not permitted.
\*\*\*\* Now customer-owned facilities are closed to fine rate effective humany 1, 2017.

Thirty-First Revised Sheet No. 8.717 Cancels Thirtieth Revised Sheet No. 8.717

(Continued from Short No. 8.716)

On Customer-owned Street Lighting Systems, where Customer contracts to reliamp at no cost to FPL, the Monthly Rate for non-fuel energy shall be 3.43% per kWh of estimated usage of each entit plus adjustments. On Street Lighting Systems, where the Customer elects to install Customer-owned mentioning systems, the Monthly Rate for non-fuel integer shall be 3.43% per kWh of estimated usage of each monitoring unit plus adjustments. The minimum monthly kWh per monitoring device will be 1 kilowatt-hour per month, and the maximum monthly kWh per monitoring device will be 5 kilowatt-hours per month.

#### 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 durage 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) Replace the fixture with a shielded cutoff cobrahead. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed after the first occurrence, the Customer shall only pay the \$280.00 uest of the shield; or
- Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the costs specified under "Removal of Facilities"; or
- c) Terminate service to the fixture

Option selection shall be made by the Customer in writing and apply to all fixtures which FPL has installed on the Customer's behalf. Selection changes may be made by the Customer at any time and will become effective mostly (90) days after written notice is received.

### Additional Charges

See Billing Adjustments section, Short No. 8 030, for additional applicable charges.

### SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the feel charges associated with the florares that are turned off.

#### TERM OF SERVICE:

butial turn of tes (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 expension.

### RULES AND REGULATIONS:

Service under this schedule is subject to colors of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Plexida 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.

Eleventh Revised Sheet No. 8.718 Cancels Tenth Revised Sheet No. 8.718

#### STREET LIGHTING METERED SERVICE

#### RATE SCHEDULE: SL-IM

#### AVAILABLE:

In all areas served.

### APPLICATION:

For customer-owned lighting of streets and roadways, whether public or provide, which are thoroughfares for normal flow of vehicular traffic. Lighting for other applications such as municipally and privately-owned parking lots, parks and recreational arms, or any other arm not expressly defined above, is not permitted under this schedule.

#### SERVICE

Single phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be famished through one meter. Resale of service is not permitted herounder. This service is specific for only customer owned readway or area legiting. The Company will deturnance at its discretion a single point of service at the Company's supply lines for the customer owned circuits. The Customer will provide the necessary equipment, including the permitted meter can and disconnect panel, and all circuits servicing the customers lighting system up to the point of service. The distribution system shall serve no other electrical loads except the lighting equipment eligible for this rate.

### MONTHLY RATE.

Base Charge: \$17.19

Non-Fuel Energy Charges

Have Energy Charge 3.472s per kWh

Additional Charges:

See Billing Adiostroents section, Sheet No. 8 030, for additional applicable charges

Minimum: \$17.19

#### TERM OF SERVICE:

Not loss than one (1) year.

### BULES 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 the with the Florida Public Service Communion. 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.

Nineteenth Revised Sheet No. 8.720 Cancels Eighteenth Revised Sheet No. 8.720

#### PREMIUM LIGHTING (Closed Schodule)

#### RATE SCHEDULE: PL-1

#### AVAILABLE

In all ages served.

### APPLICATION:

FFL-owned lighting facilities not available under rate schedule SL-1 and OL-1. To any Customer for the sole purpose of lighting streets, readways and common areas, other than individual readential locations. This includes but is not limited to parking lots, homeowners association common areas, or parks. Applicable to Customers who were active prior to January 1, 2022.

#### SERVICE:

Service will be unmetered and will include lighting installation, lamp replacement and facilities maintenance for FPL-ownedlighting systems. It will also include energy from dask each day until down the following day:

The Company, while excreasing reasonable diligence at all times to famish service beneather, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

#### LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and occurrencelly accessible to the Company equipment and personnel for both construction and maintenance.

Stand-by, non-firm, or rosale service is not permitted becomeder.

### TERM OF SERVICE

The term of nervice is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new agreement under the lighting teriff LT-1 or pay the Company for the cost to the utility for removing the facilities. The Company will rotain ownership of these facilities.

### EACILITIES PAYMENT OPTION

The Customer will pay for the fivelistics in a leavy size in advance of construction. The attenue will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of 1.1268. Monthly Maintenance and Energy charges will apply for the term of service.

### EACILITIES SELECTION:

Facilities selection shall be made by the Customer in writing by executing the Company's Premium Lighting Agreement.

(Continued on Sheat No. 8.721)

Thirty-Seventh Revised Sheet No. 8.721 Cancels Thirty-Sixth Revised Sheet No. 8.721

(Continued from Short No. 8.720)

MONTHLY RATE:

Facilities

Monthly rate is zero, for Customer's who have executed a Premium Lighting Agreement before Paid in full

March 1, 2019;

10 years payment option: 1.265% of total work order cost. 20 years payment option: 0.8.48% of soul work order cost.

Maintenance FPL's estimated costs of maintaining lighting facilities.

Billing FPL reserves the right to assess a charge for the recovery of any dedicated billing system

developed solely for this rate.

Energy: KWH Consumption for factures shall be estimated using the following formula:

KWH-Unit Wattage (seage) x 353.3 hours per month 1000

Non-Fud Energy 3.437e/kWh

See Billing Adjustments section, Short No. 8.030, for additional applicable charges.

During the initial mutallation period: Facilities in service for 15 days or less will not be billed;

Facilities in service for 16 days or more will be hilled for a full month.

### MINIMUM MONTHLY BILL:

The minimum mentfuly bill shall be the applicable Facilities Maintenance and Billing charges.

(Continued on Sheet No. 8,722)

Tenth Revised Sheet No. 8.722 Cancels Ninth Revised Sheet No. 8.722

(Continued from Short No. 8,721)

#### EARLY TERMINATION

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Promoun Lighting Agraement by giving at least (90) minerly days advance within notice to the Company. Upon early termination of service, the Customer shall pay an arrestat computed by applying the following Termination Factors to the installed cost of the facilities, based on the year in which the Agreement was terminated. Those Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sem in lieu of a monthly payment.

FPL may also charge the Customer for the cost to the utility for removing the facilities.

Ten (10) Years Payment Option	Termination Easter	Payment Option	Termination Factor
1 2 3 4 5 6 7 8 9 10 >16	1.1268 0.9749 0.8947 0.8086 0.7165 0.6169 0.3104 0.3900 0.2732 0.1415 0.0000	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	1.1268 1.0250 0.9986 0.9702 0.9307 0.9301 0.8341 0.7501 0.7501 0.7501 0.7501 0.7504 0.596 0.5416 0.4799 0.4134 0.3420 0.2654 0.1831
		>20	0,000,0

### WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial report of each installed item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these EPL-coincid facilities, the Contoner wall be respectable for the cost for repur or replacement.

#### BUILES AND RECEIL ATSONS

Service under this schedule is subject to orders of governmental bodies having prosidetion 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirty-Seventh Revised Sheet No. 8.725 Cancels Thirty-Sixth Revised Sheet No. 8.725

## (Closed Schedule)

#### RATE SCHEDULE OL-L

#### AVAILABLE:

In all areas served.

#### APPLICATION:

For your-round outdoor security lighting of yards, walkways and offer some. Lights to be served humander shall be at locations which are easily and economically accessable to Compuny vehicles and personnel for construction and maintenance.

It is intended that Company-owned security lights will be installed on existing Company-owned electric facilities, or short extension thereto, in areas where a street lighting system is not provided or is not sufficient to cover the security lighting needs of a particular individual or location. Where more extensive security lighting is required, such as for large parting lots or office commercial areas, the Customer will provide the floxities, supports and connecting wiring; the Company will connect to the Customer's system and provide the services indicated below. All services will be applicable to Contomers who were active prior to January 1, 2022. All new Custom Lighting will now be officed in the lighting lant! LT-1.

#### SERVICE

Service includes large renewals, energy from approximately dask such day until approximately down the following day, and maintenance of Company ewned facilities. The Company will replace all barned out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that such work is necessary. The Company shall be parentled to enter the Customer's promises at all mesonable times for the purpose of impacting, maintaining, installing and removing any or all of its apaigment and facilities.

The Company, while exercising reasonable difigence at all times to flamish service horosader, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or fisher of service, and reserves the right to interrupt service at any time for necessary repairs to lines or oppignment.

The Company has the right at any time to remove the light for non-payment and docline new request to costomers with prior non-payment activity.

#### LIMITATION OF SERVICE:

This schedule is not available for service normally supplied on the Company's standard street lighting schedules. Company-owned facilities will be installed only on Company-owned poles. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground source. Customer must have an active bosse or premise account associated with fins service. Stand-by or smale service not permitted herearder.

2	MONTHLY RATE:				Charg	Charge for Customer- Owned					
Luminaire Type		Lamp Size Initial LumensWalts		KWH/Mo Estimate	Fixtures	Huinte- mance	Energy Non-Furi	Intal	Unit (S)  Retamping Large		
High Pn		1,5540	86.7	8500	72333	INCOME.	63(120)	22000	Energy	- Only	
Sediam	Vapor	6,300	70	29	\$3.95	\$2.21	\$1.04	\$9.20	\$3.11	31394	
C. W. C.	Harris Co.	9,500	100	41	\$6.07	82.23	\$3.48	\$9.76	\$3.55	\$1.08	
**	*	16,000	150	66	56.29	\$2.25	\$2.16	310:70	54.26	\$2.16	
44	*	22,000	200	88	59.14	52.89	53.17	515.20	3584	\$3.17	
*	*	50,000	400	166	59.73	\$2.84	56.05	\$18.67	\$8.68	56.D5	
*	*	12,000	150	66	\$6.85	\$2.50	\$2.16	\$11.51	5513	\$2.10	
Mercury	Vapor	6,000	1.40	62	\$4.50	\$1.98	\$2.23	\$8.77	\$4.58	\$2.23	
*	**	8,600	125	17	\$4.60	\$1.98	\$2.77	\$9.35	346T	\$2.77	
- 10	44	21,500	400	160	\$7.52	\$2.78	\$3.76	\$16.06	\$8.12	\$5.76	

<sup>\*\*</sup> The non-feel inergy charge is 3.599¢ per kWh.

(Continued on Short No. 8.726)

Thirty-Fighth Revised Sheet No. 8.726 Cancels Thirty-Seventh Revised Sheet No. 8.726

(Continued from Sheet No. 8.725)

Charges for other Company-owned facilities:

Wood pole and span of conductors: \$13.02
Concrete pole and span of conductors: \$37.60
Fiberglass pole and span of conductors: \$20.67
Stail pole used orth for the street lighting systems
Underground conductors (excluding treaching) \$0.100 per foot
Down-gay, Anahor and Protector: \$11.84

For Customer-owned existeer lights, where the Customer contracts to relamp at no cost to FPL, the morably rate for non-find energy shall be 3.59% per kWh of estimated usage of each unit plus adjustments.

See Billing Adjustments section, Sheet No. 8 030, for additional applicable charges.

#### SPECIAL PROVISION.

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

Facilities Charge: 1.28% of the Company's average installed cost of the pole, light forture, or both.

Maintenance Charge: FPL shall use the maintenance charges in this taciff for fectures that fall under the special provision based

on wattage. If a special provision fixture falls between two wattages, the maintenance charge will be

averaged between two existing watages.

Non-Fuel Energy Charge: 3.5976 per kWh

### TERM OF SERVICE:

Not less than one year. In the event the Company installs any facilities for which there is an added monthly charge, the Term of Service shall be for not less than three years.

If the Castomer turnanates service before the expansion of the justal term of the agreement, the Company may require reimbursement for the total expenditures made to provide such service, plus the cost of removal of the facilities installed less the advage value thereof, and less credit for all moretidy payments made for Company-owned facilities.

#### WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed stem at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Castomer will be responsible for the cost for repair or replacement.

#### RULES AND REGULATIONS:

Service under this echedule 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 Florida Service", the provision of this schedule shall apply.

### COMPANY-OWNED FACILITIES:

Company-owned harmaines normally will be meanted on Company's existing distribution poles and served from existing overhead wires. The Company will provide one span of secondary conductor from existing secondary finalities to a Company-owned light at the Company's expense. When requested by the Customer, and at the option of the Company, additional spans of wire or additional poles or undergreasal conductors may be analoled by the Customer upon agreement by the Customer to use the facilities for a minimum of three years and pay each month the charges specified under MONTHLY RATE.

Fifth Revised Sheet No. 8.727 Cancels Fourth Revised Sheet No. 8.727

#### (Continued from Sheet No. 8.726)

#### MONTHLY RATE:

The Customer will make a lump sum payment for the cost of charges in the height of existing poles or the installation of additional poles in the Company's distribution lines or the cost of any other facilities required for the installation of lights to be served horseneds.

At the Customer request, the Company will appraise to a higher level of illumination without a service charge when the charges are consistent with good engineering practices. The Customer will pay the Company the net costs incurred in making other lamp size charges. In all cases where luminates are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminates or lamp size will begin as of the next regular billing date. A lumination may be relocated at the Customer's request upon payment by the Customer of the resist of numeral and resistalization.

The Company will not be required to install equipment at any location where the service may be objectionable to others. If it is found after installation that the light is objectionable, the Company may terminate the service.

When the Company relocates or receives its facilities to comply with governmental requirements, or for any other reason, either the Company or the Customer shall have the right, upon written notice, to discontinue service betrunder without obligation orbitability

#### SPECIAL CONDITIONS:

Costomers whose lights are hansel off during sea turtle nesting season will receive a crodit equal to the find charges associated with the fintures that are turned off.

#### CUSTOMER-OWNED FACILITIES

Contourner-owned luminaires and other facilities will be of a type and design specified by the Company to permit servicing and large replacement at no abnormal cost. The Contourner will provide all poles, fixtures, initial larges and controls, and circuits up to the point of connection to the Company's supply lines, and an adoquate support for the Company-owned service-combattors.

The Company will provide an overhead service drop from its coaching secondary conductors to the point of service designated by the Conguny Sc Customer-owned lights. Undergoonal service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of optivalent overhead service conductors and any trenching and backfilling provided by the Customer.

### DEFINITIONS:

A "Learnaire," as defined by the Illiaminating Engineering Society, is a complete lighting unit consisting of a large (balls), together with parts designed to distribute the light, to position and protect the large, and connect the large to the power supply.

A "Conventional" luminaire is supported by a bracket that is assumed on the side of an ordinary wood pole or an ornamental pole. This is the only type of luminaire officed where service is to be supplied from overhead conductors, although this luminaire may also be used when service is supplied from underground conductors.

A "Contemporary" luminaire is of modern design and is mounted on top of an ornamental pole. Underground conductors are required.

A "Traditional" luminate sesembles an Early American carriage lantern and is assumed on top of a pole. It requires an ornamental pole and underground conductors to a source of supply.

An "Ornamental" pole is one made of conente or fiberglass.

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

Fifty-Third Revised Sheet No. 8.730 Cancels Fifty-Second Revised Sheet No. 8.730

#### TRAFFIC SIGNAL SERVICE (Closed Schedule)

#### RATE SCHEDULE: \$1-2

#### AVAILABLE

In all areas served.

#### APPLICATION:

Service for malkic signal lighting where the signal system and the circuit to connect with Company's existing supply lines are installed, owned and maintained by Costomer and were incline prior to January 1, 2017.

All new or modifications on existing Customer-owned traffic signal lights are to be metered under SL-2M Traffic Signal Metered. Service tariff.

### SERVICE

Single phase, 60 luriz and approximately 120/240 volts or higher, at Company's option.

### MONTHLY RATE

Non-Fuel Energy Charges:

Base Energy Chargo

5.814c per kWh

#### Additional Charges:

See Belling Adjustments section, Sheet No. 8/030, for additional applicable charges.

Minimum: \$4.34 at each point of delivery.

Note: During the initial installation period of facilities:

Lights and facilities in service for 15 days or less will not be billed;

Lights and facilities in service for 16 days or more will be billed for a full month

#### CALCULATED USAGE

The Calculated Usage at each point of delivery shall be determined by operating tests or stillization of manufacturers' ratings and specifications. The monthly operation shall be based on a standard of 730 hours, however, that portion of the operation which is on a noncontinuous basis shall be adjusted to reflect such operation.

### TERM OF SERVICE

Not less than one (1) billing period.

### NOTICE OF CHANGES

The Customer shall notify the Company at least 30 days prior to any change in rating of the equipment served or the period of operation.

#### RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having paradiction 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 and "General Rules and Regulations for Electric Service" the provision of this schedule shall apply

Eleventh Revised Sheet No. 8.731 Cancels Tenth Revised Sheet No. 8.731

#### TRAFFIC SIGNAL METURED SERVICE

### RATE SCHEDULE: SL-2M

#### AVAILABLE

in all armoserved.

#### APPLICATION:

Sorrice for traffic signal lighting where the signal system and the circuit to connect with Company's existing supply lines are installed, owned and maintained by Customer.

Traffic signals active prior to January 1, 2017 may be operating under the closed SL-2 Traffic Signal Service turiff, however, any modifications on existing Customer-owned traffic signal lights under SL-2 will require the customer to convert to a meteral service under this turiff.

### SERVICE:

Single plasse, 60 hortz and approximately 120/240 volts or higher, at Company's option.

#### MONTHLY RATE.

Base Charge: \$7.84

Non-Faul Energy Chargon

Base Energy Charge 5.995e per kWh

Additional Charges:

See Billing Adjustments section, Shert No. 8.030, for additional applicable charges

\$7.84

Minimum

### TERM OF SERVICE.

Not less than one (1) year.

### BULES 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

Second Revised Sheet No. 8.735 Cancels First Revised Sheet No. 8.735

#### LAGREDING

#### RATE SCHEDULE: LT-1

#### AVAILABLE

In all areas served.

#### APPLICATION:

For the purpose of lighting streets and readways, uses lighting including parking lots and common areas, whether public or privately owned, and confootlighting

#### TYPE OF INSTALLATION:

All new installations will be light emitting diodes (LED). Company-owned forness normally will be mounted on poles of the Company's existing distribution system and served from overtiend wires. For moderay and area lighting, excluding outdoor lighting, the Company may provide special poles or underground wires at the charges specialed below. In addition, the Company, at its discention, may offer the Customer the option of Company-owned firstness attached to poles owned by the Customer. For these installations, the sustainer owned poles require pre-approval by a Company representative.

Outdoor lights can only be resented on accoupile existing distribution poles facing the costomer's property.

The location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

#### SERVICE

Service includes energy from dask much day until dawn the following day and maintenance of Company -owned lighting systems. Maintenance melodes replacement or repair of any circuit component to assess the facilities are operational and safe. The Company will maintain its facilities during regular daytime working focus as soon as practicable following notification by the Customer that such work is necessary. The Company shall be permitted to enter the Customer's permisses at all reasonable tenses for the purpose of inspecting, maintaining, installing and removing any or all of its aquipment and facilities.

The Company, while exercising reasonable diligence at all times to famish service horsander, does not guarantee continuous lighting and will not be liable for damages for any interruption, deflexioney or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

### LIMITATION OF SERVICE

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance. Overhoad conductors will not be installed in any area designated as an underground distribution area, or any area, primities or location served from an underground source.

For outdoor lights, customer must have an active house or premise account associated with this service.

Stand-by or reside service is not permitted hereunder.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 8.736 Cancels First Revised Sheet No. 8.736

#### CUSTOMER CONTRIBUTIONS

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

- a) the differential cost between employing regal construction techniques in tranching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as spirabler systems, payed surfaces (such as sidewalls, curbs, gutters, and readrays), lambeaping, sodding and other obstructions encountered along the Lighting System similables notes, including repair and replacement. If the Customer elects to perform work such as trunching and restoration, they will be numbered by the Company with a condition to exceed the total CLAC cost) for the value of this work as determined by the Company.
- bothe 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) tenss the additional annual non-facil 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 institution of any construction work by the Company. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

#### REMOVAL OR RELOCATION OF FACILITIES:

If Company owned lighting facilities are musowed by Customer request, besuch of the Agreement or non-payment, the Customer may be responsible to pay the not book value for the fixtures, poles, and additional lighting facility charges plus the cost to ennove the facilities. These charges do not apply to conversions of Company owned non-LED to Company owned LED lights.

When the Company relocates or removes its facilities to comply with governmental requestreness, either the Company or the Contents shall have the right, upon written notice, to discontinue service harmander without obligation or liability.

Facility relocations are treated as removals of facilities from the old location and installation of the new facilities in the new location. Facilities will not be transferred and removal as a new location.

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 COMPANY OWNED NON-LED LIGHTS TO COMPANY OWNED LED LIGHTS:

For customers converting, Company cound non-LED to Company owned LED Lights, the LED Conversion Recovery Charge will apply and there will be no charge for the fixtures being removed. Any other charges for relocation or replacement of Company owned facilities would still apply

#### CHANGE IN FIXTURE SIZE OR TYPE.

At the Castomer's request, the Company will change to a lower or higher level of illumination when the changes are consistent with good engineering practices. A LED fixture will be the only modification from an LED or non-LED fixture request. The Castomer will pay the net book value of the existing fixture, plus removal costs and will receive a credit for 4 years additional reverse generated by the larger fixtures, if applicable. If changes are required to the distribution system to support the larger standard CIAC charges as described on short 8.756 will also apply. The Castomer will pay the Company the net costs increased in making other fixture changes.

(Continued from Short No. 8 735.1)

Third Revised Sheet No. 8.736.1 Cancels Second Revised Sheet No. 8.736.1

IONTHLY RATES FOR MAINTENANCE AND CONVERSION; Maintenance per Fishire (FPL Owned Fishire and Pole)	\$1.46
Maintenance per Finture for FPL fixtures on Customer Pole	\$1.17
LED Convesion Recovery	\$1.17 \$2.10
IONTHLY RATES FOR POLES USED ONLY FOR LIGHTING SYSTEM:	
Standard Wood pole	\$5.99
Shaulard Concrete pole	\$8.20
Standard Füberglass pole	\$9.09
Decorative Concrete pole	517.60

	-					74	tion for									
2	(Sinui	4			i.		*	9			*	14	ìr.	ir	14	48
	Acres	-6:80	930	739	1120	1320	16.70	17.50	/T250	2500	29.01	At.mi	13.79	FT-5M	\$155	40.30
	# U.00	1.76	A-10.	5.59	10.70	1570.	66.50	04.70	3270	出版	18 31	35.30	38.70	87,70	+6.26	45,10
	8 540	1.69	3,96	1.00	-1106	1136	DUN	20.00	.11.59	25.00	26.90	31.65	35.50	37.96	4050	83.6
	# H40	300	5.99	18.10	10.70	1.016	17.76	20.15	2310	36 60.	26.80	3240	35.14	18.10	417.10	91.1
	8.081	7.10	0.46	18.69	11.30	6430	87.30	29.10	33,70	308	26.91	32:16	12.60	16.01	41.10	64.5
	8 3.00	2.84	330	18.50	1120	404:30	17.56	2420	B40	36,50	201,04	35.50	10.50	16:50	41.50	94.5
	T 4/20	4.50	3.79	8.58	11.50	33.70	17.78	1870	23.70	26.76	25/70	32.50	35,70	36.70	41.76	91.5
	E 1.00	24	5.90	8.50	E1.791	1376	12.96	281581	23.90	26.91	-2V.94	12.00	33.98	88.90	41.50	44.1
	\$ 1.00°	300	4.00	0010	4330	12510	1916	23:10	3840	37.10	300100	3240	. 7610	30.40	4536	98.5
		4.90	6.50	9.50	-12.50	A1.50	1908	2 10	- 45 TO -	77 hr	80.85	33.36	\$61,000	MP.30	42.30	487
	3 2.90	3.30	6.39	9.50	12.50	15,59	18.59	21.59	24.59	2130	3630	35.50	3639	39.30	42.59	45.1
	\$ 2.20	3.70	6.70	9.76	12.70	15.70	00.70	21.79	24.70	21.70	10.70	33.50	16.70	36.76	42.76	48
	5 7.40	3.50	6.90	9.90	1290	15.90	18.90	21.99	2439	27.90	.10.90	33.90	3630	39.90	42.90	43.5
	\$ 2.60	4.10	-510	10.10	13.10	16.10	19.10	22.50	25.10	28.10	34.10	3430	37.10	40.10	-0.16	46.
	\$ 2.89	4.30	7.50	10,80	13.30	In39	1930	22,89	2530	28.90	31.30	34.30	37.60	40.30	-43.30	-86,
	\$ 3.00	4.30	7.50	10.50	13.50	16.50	19.50	22.50	25.50	29.30	31.50	34.50	3230	40.50	(1.50	36.
	5 3.26	4.70	1.70	10.70	33.70	16.70	19.70	22.70	25.76	26.70	31.70	34.70	31.70	40.70	43.70	46.
	3 3.40	4.50	T.90	: 10,90	13.90	16,90	19.90	22.90	25.90	28.90	31.90	34.90	37.90	30.90	-0.90	:46
	5.3.60	5.10	8.10	11,10	14.10	12.10	20.10	23.10	2616	-59.10	12.10.	35.10	3610	46.10	:0410	47.
	\$ 5.00	530	8.30	11.30	1430	17,39	2030	25.50	26.39	29:30	3230	35.30	3830	41.30	44.30	47.
	5 4.00	5.36	8.50	11.50	14.50	17.50	20.50	\$5.90	26.56	29.56	32.56	35.50	3830	41.50	4430	47.
	5 4.20	3.70	8,70	11.70	14.79	17.70	20.70	28.50	26.70	29.70	32.70	35.50	38.70	41.70	4435	41.
	5.440	5.96	8.90	31,90	14.90	1750	20.90	23,99	26,90	29.90	32.90	15,90	38.90	41.90	41.90	423
	1.400	6.17	9.10	12.10	1510	1810	21.10	24,10	2510	30.10	33.10	3670	39.10	42.10	45.10	44.
	\$ 4.00	6,30	9.30	1230	15.30	18.50	21.30	24.99	2730	30.30	33.30	38.30	3930	42.30	4530	46.
	\$ 5.00	6.50	9.50	12.50	15.50	18.50	25.50	24.50	27.56	30.50	33.50	36.50	3950	42.50	45.50	48.
	8 120	0.20	9.70	13 %	1270	48.70	31.70	24.70	- A7 76	80.30	45.79	96.50	39.70	42.70	45.76	24
	2 500	16/91	2.W-	12.0	1,150	1890.	21.90	11.00	17.90	10.60	17.61	16.90	1500.	15.00	31.00	45/
	3.300	1.10	10.10	23.10	3810	TRUE.	22,64	25.10	2810	71.19	2610	37.10	10.10	43.10	46.00	100,0
	1.380	3.60	30.46	U.E.	Lich	£534	2534	1120	25.55	11.50	SUB	31.36	40.36	17.10	AAAR	44.
	Now.	150	In.m	1150	50.50	1610	27.6	\$5.65	15.60	0.51	54.51	11/16	10.76	41.80	3055	261

Coning of available fecture and life assumed billing that for each our by restrict of your 271, communication lightest land.

The con-finil energy charge in 3-65 by per EWE, where the EWE is indicated as increasers 353.3 horse per months. 1000.

Third Revised Sheet No. 8.736.2 Cancels Second Revised Sheet No. 8.736.2

#### SPECIAL PROVISIONS:

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

Charge: 1.28% of the Company's average installed cost of the pole, light forture, or both.

Standard maintenance fees to apply Standard non-faul Energy Charge to apply

#### ADDITIONAL LIGHTING CHARGE:

Any special or additional lighting charges, which are required by the Company, will be billed in addition to the above rates.

Charge: 1.28% of the Company's average installed cost of the additional lighting facilities.

As of Jamany 1, 2022, the factor portaining to Underground Conductor will be closed to now customers. Underground Conductor 4,903c per foot

#### BILLING

During the initial installation period:

Facilities in service for 15 days or loss will not be billed:

Facilities in service for 16 days or more will be billed for a full month.

For outdoor lights only, the Company has the night at any time to remove the light for non-payment and decline new request to customers with prior non-payment activity.

### WILLFUL DAMAGE:

Upon the second occurrence of willful damage to any Company-owned facilities, the Customer will be responsible for the cost incurred for repair or inplacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, the Company will:

- a) If a commercially available and Company 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
- Replace with a like undisolded 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 Clustomer will pay the lighting facilities charges for the remaining period of the contently 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 the Company 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 innety (90) days after written notice is received.

(Continued on Sheet No. 8,738)

Third Revised Sheet No. 8.738 Cancels Second Revised Sheet No. 8.738

(Continued from Sheet No. 8,737)

#### OTHER CHARGES

See Billing Adjustments section, Short No. 8 030, for additional applicable charges.

#### SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nosting season will receive a credit equal to the non-fuel charges associated with the fixtures that are turned off.

#### TERM OF SERVICE.

Service for outdoor lighting will be established for a minimum of one (1) year saless terminated by either the Company or the Customer.

All other services, besides outdoor lighting mentioned above, will require a Lighting Agreement.

Lighting agreements will have an initial term of ten (10) years with automatic, successive five (5) year edemions unless renegotiated or terminated in writing by either the Company or the Customer at least mandy (90) days prior to the current term's explantion. In the event of the sale of the real estate property upon which the facilities are installed, upon the written consent of the Company, the contract may be assigned by the Customer to the Purchaser. No assignment shall not relieve the Customer from its obligations hereunder until such obligations have been assumed by the assigned and agreed to by the Company.

Torm of service begins upon execution of the Lighting Agreement.

All governmental or commercial industrial outcomer contracts to be executed by property owner or governing body.

All existing contract terms prior to January 1, 2022 will be honored.

#### BULES 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.739 Cancels Original Sheet No. 8.739

# (Cloud Schedule)

#### BATE SCHEDULE: OS I/II

#### AVAILABLE

In all areas served. Available to any lighting customer, who, as of December 31, 2021, was taking service pursuant to this schedule or had a fully executed copy of a Lighting Agreement with the Company.

#### OS-DILSTREET, ROADWAY, AND GENERAL AREA LIGHTING:

#### APPLICATION:

Applicable for street, roadway, and general area lighting service under the provisions of the Company's standard contract for such service. Service hersunder includes power supply and may include lump runewals and regular maintenance. All modifications to existing or new Contoner-swind circuits to be metered under SL-1M Street Light Metered taniff.

#### LIMITATION OF SERVICE:

Company's dwind features will be mounted on Company-owned poles of the Company's distribution system. Customer-owned fishures will be assested on Customer-owned poles, of a standard type and design, permitting service and maintenance at no abnormal cost to the Company. Existing company owned LED and non-LED distances such as high-pressure sockers vapor of PSV), increasy vapor or metal habite luminating permitted in closed turtifs prior to January 1, 2022 will be considered legacy fintures. All new lighting installations will be covered easier the lighting turtif LT-1. Service will ruman as large transmiss and fixture replacement until seeks time when the Company decides to no longer make available. The Company will communicate a plan to replace non-LED fixtures with LED fixtures at current applicable mess.

Stand-by or result service is not permitted becomeler.

#### MONTHLY RATES:

### High Pressure Sedium Vapor

Lamp. Rating	Description	Lamp. Wattage	Line. Wattage	Est. kWh	Fixture. Charge	Maint. Charge	Churge	Letal
(Lumen)							***	
	Water Brown	- 20			****	£1.00		200000000000000000000000000000000000000
5400	Open Bottom	20	84	29 41	53.75	\$1,97	\$1.00	\$6.72
8800	Open Bottett	100	120	161	\$3.23	\$1.80	\$1.41	50.44
8800	Open Bottom w Shield	100	120	40	\$4.60	\$2.09	51.41	\$7.90
8800	Acom	100	120	43	819.04	85:28	81.41	\$22.78
8800	Colonial	100	120	43 41	84.33	\$2.07	\$1.41	\$7.81
R850	Ergfish Couch	100	120	40	\$17.51	\$5.00	81.41	\$24.58
8800	Destin Single	100	129	41	\$30.13	\$8:10	\$1.41	\$40.64
17600	Destin Double	200	240	82	\$60.06	\$17.54	\$2.82	\$80.42
5400	Cobrahaud	70	8.4	29	\$5.28	\$2.38	\$1.00	58.66
\$990	Cobrahead	100	120	40	\$4.40	82.09	\$1.41	\$7.90
20000	Cobohead	200	233	360	\$6.00	92.58	\$2.75	\$11.41
25000	Cobrahoad	250	292	100	5592	\$2.54	\$3.44	\$11.90
46000	Cobrahead	400	477	164	56.22	92.62	\$5.64	\$14.48
8800	Cutoff Cobulund	100	120	41	\$4.87	\$2.22	\$1:41	\$8.50
25000	Cstoff Cobrahasd	250	292	100	\$5.98	\$2.56	\$3.41	\$11.98
46000	Cutoff Cobraheud	400	477	164	\$6.23	\$2.62	\$5.64	514.49
25000	Bracket Mount CIS	250	292	100	\$13.70	\$4.65	\$3.44	\$21,79
25000	Toron Top CIS	250	292	100	\$13.77	\$4.65	\$3.41	\$21.80

First Revised Sheet No. 8,739.1 Cancels Original Sheet No. 8,739.1

			High Press	ure Sodius	a Vauer (contin	decent.		
Rating (Lumen)	Description	Lamp		Est.	Fixture Charge	Maint. Charge	Energy Charge	Total Charge
						9996		
46000	Bracket Mount Cl.	S 400	468	161	\$14.00	\$4.88	55.53	\$25.01
20000	Small ORL	200	233	80	\$1404	84.73	\$2.75	521.52
25000	Small ORL	250	292	100	\$13.52	\$4.60	\$3.44	\$21.56
46000	Smill ORL	400	477	164	514.14	54.76	35.64	\$24.54
20000	Large ORL	200	-233	90	\$22.67	57.13	\$2.75	332,75
46000	Large OR3.	400	477	164	\$25.76	87.92	35.64	5.99.32
46000	Shootex	400	-477	164	\$11.30	5413	\$5.64	\$21.57
16000	Directional	150	197	68	\$6.64	52.68	\$2.34	\$11.00
20000	Directional	200	233	90	\$9.59	53.54	82.75	\$15.88
16000	Directional	400	477	164	\$7.12	\$2.87	\$5.04	\$15.63
125000	Large Flood	1000	1105	379	311.31	54.22	\$13.03	\$28.56
1976574977			Δ	letal Halid	£			
Initial.		19/2005	4400	44.5	940.000	10000	104000000	*****
Lamp.	Waterway	Laun	Line	KWb	Fixture.	Maint. Charge	Energy	Tetal
(Lumen)	Description	Wattag	Wattage	KWB	Charge	Charge	Charge	Charge
12000	Acom	175	210	72	\$16.21	\$6.62	\$2.47	\$23.30
12000	Colonial	175	210	72	54.48	33.47	37.47	510.42
12000	English Couch	175	210	72	\$17.85	\$7.30	52.47	\$27.62
12000	Destin Single	175	210	72	\$36.61	\$10.85	82.47	\$43.93
24000	Dostin Double	3.50	420	144	561.03	520.32	54.95	\$86.30
32000	Smill Flood	400	476	163	57.28	33.05	\$5.60	\$15.93
32000	Small Perking Lot	400	474	163	\$13.45	\$4.74	\$5.60	\$23.79
100000	Large Flood	1000	1100	378	\$10.44	\$6.06	512.99	\$29.40
100000	Large Parking Lot	1000	1100	378	\$23.21	\$8.41	\$17.99	\$44.61
				talide Puls	a Stud			
Initial					NDALL			
Lamp.		Lame.	Line.	Est.	Elsture.	Maint.	Energy.	Letal
Rating	Description	Wattage	Waltage	KW h	Clurer	Churge	Charge	Charge
(Lumen)	Name of the last	150	190	63	\$18.38	50.45	\$2.23	\$27.06
13000	Colonial	150	190	65	55.71	\$3.03	2000 000 000	\$10.97
13000	The second secon			1.00		- T 100 - 100 C C	52.23	2000 1000 1100
13000	English Couch	150	190	85	\$18.79	\$6.57	82.23	\$27,59
13000	Destin Single	150	190	65	\$39.85	\$12.28	52.23	\$54.36
28000	Destin Double	366	380	130	\$80.39	\$24.55	\$4.47	\$109.41
33000	Small Flood	350	400	137	\$8.15	53.90	34.71	\$16.76
33000	Shoelins:	350	400	137	\$9.76	\$4.35	54.71	\$18.82
68000	Flood	730	9.40	288	\$8.41	\$6.56	\$9.90	\$24.87

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.739.2 Cancels Original Sheet No. 8.739.2

Initial		244.000	(400	reser Vane		20.00	120000	14004
Rating (Lamen)	Description	<u>Wattage</u>	<u>Une</u> Wattage	Est. LWh	Charge	Charge	Charge	Charge
7000	Open Bottom	175	195	67	\$2.61	\$1.57	\$2.30	\$6.48
3200	Cobmboad	100	31.4	39	\$4.83	52.29	\$1.31	58.37
7006	Colombined	175	195	67	\$4.38 \$5.77	\$2.05	92.30	\$8,73
9400 17000	Cobrahead Cobrahead	250	227	95	86.30	\$2.51 \$2.61	\$3.27 \$5.22	511.55
18000	Colerabuad	1000	1084	372	\$12.63	\$4.52	\$12.79	\$14.13 \$29.94
17000	Directional	400	474	163	\$9.47	\$3.49	55.60	\$18.56
				LED				
Nominal Delivered		Lange	Line	Est.	Flature.	Maint	Energy	Total Chara
Lussen	Description	Wattage	Wattage	kWh.	Charge	Charge	Charge	N====
3776	Acom	75	75	26	\$21.81	\$11.26	\$0.89	\$33.96
4440	Street Light	72	72	25	\$16.92	55.78	\$0.89	\$23.56
2820	Acom A5	56	56	15	329.04	\$8.98	80.65	\$38.67
5100	Cobrahend S2	73	73	25	56.87	54.48	\$0.80	812.21
10200	Cobrahead S3	135	135	46	58.46	\$5.17	\$1.58	\$15.21
6320	ATB071 S2/S3	71	71	2.4	58.57	\$5.84	30.82	\$15.2%
9200	ATBI 105 S3	105	105	36	\$12.32	\$7.03	\$1.24	\$20.79
23240	ATR2 280 61	289	132	45	533.83	\$8.16 \$9.80	\$3.30 \$1.55	\$25.62 \$45.27
7200 9600	E132 A3 E157 SAW	157	137	54	\$22.90	36.K3	51.30	331.59
7377	W99 A2/52	140	140	48	641.46	517.05	\$1.65	\$70.16
15228	Destin Double	210	210	72	\$78.74	537.66	\$2.47	\$118.87
9336	ATB0 108	108	108	37	\$7.92	\$5.16	\$1.27	814.35
3640	Colonial	45	45	15	\$9.20	\$5.91	\$0.52	\$15.63
5032	LG Colorest	73	72	25	\$10.71	\$6.44	\$0.86	\$18.04
4204	Security Lt	43	-03	15	\$5.19	\$3.11	\$0.52	\$9.92
5510	Roadway 1	62	62	21	\$6.25	\$3,97	\$0,72	\$10.94
32327	Gullion 6sq	315	303	108	524.32	512.87	33.71	\$40.00
38230	Gallion 7sq	370	370	127	\$26.97	514.34	54.36	\$45.67
53499	Gallison 10sq	528	528	181	537.29	\$19.19	\$6.22	\$62.70
36000	Flood 421 W	421	421	145	\$19.51	\$18.77	\$4.90	535.36
5355 8300	Wildlife Cert	72	72	36	\$19.14 \$15.51	\$10.16 \$8.34	\$1.24	\$30.54 \$24.71
8022	ATBO 70	72	72	25 25	\$8.40	\$5.05	50.86	\$1431
31619	ATB0 100	104	104	36	59.01	\$5.32	\$1.34	815.57
30979	ATB2 270	274	274	94	\$16.27	38.84	53.23	\$28.34
9514	Roadway 2	95	95	33	\$6.82	5422	51.15	\$32.67
15311	Roselway 3	149	1.49	51	39041	\$5.41	81.75	\$36.57
28557	Roadway 4	285	285	9/8	512.85	\$7.16	\$3.37	\$23.38
5963	Colonial Large	72	72	25	\$10.01	\$5.65	\$0.86	\$16.52
4339	Colonial Small	45	45	15	\$9.57	\$5.44	59.52	\$15,53
8704	Acom A	81	81	28	521.12	\$10.51	\$0.96	332.62
7026	Destin f	99	99	34	535.51	\$16.85	81.17	\$53.53
37400	Flood Large	297	297	102	\$18.74	59.33	53.51	531.58
28700	Flood Medium	218	218	75	\$15.99	38.12	\$2.58	\$26.60
18000	Flood Small	150	150	52	\$13.79	\$7.01	\$1.79	\$22.59

First Revised Sheet No. 8.739.3 Cancels Original Sheet No. 8.739.3

		LED	(Continued)					
Nominal Delivered Lumen	Description	Lamp Wattage	Line Wattage	Est. kWh	<u>Fixture</u> <u>Charge</u>	Maint. Charge	Energy Charge	Tetal Charge
23588	ATRI2 210	208	208	71.	514,04	\$7.79	52.34	\$24.17
8575	Dodos	77	17	2%	827.12	\$13.22	\$6.93	\$41.27
19.58	Destin Wildlife	.56	56 -26	1.0	332.54	\$15.62	50.65	\$48.61
8212	AEL Roudway ATDS 3K	76	-76	26	\$4.65	\$3.68	50.89	\$9.22
8633	AEL Roadway ATBS 4K	76	76	26	\$4.65	\$3.68	50.29	\$9.22
3300	Cree RSW Amber - XL	1.44	1.44	49	513.12	\$7.49	\$1.68	\$22.29
3715	Cree RSW Ausber - Large	92	92	32	\$9.56	\$5.93	\$1.10	\$16.59
7300	EPTC	6.5	65	22	515.28	57.92	\$0.76	\$23.96
3358	Cont American Elect 3K	38	36	13	\$6.01	\$4.15	\$0.45	\$11.01
3613	Cont American E3ect 48:	38	38	13	\$6.01	\$4.15	\$0.45	\$11.00
16593	AEL ATB2 Gray	133	133	46	37,78	\$4.87	\$1.58	\$14.20
6586	Holophane Granville 3K	-51	51	18	\$15:25	\$8.34	50.62	524.21
12000	Cree XSPM	95	95	33	\$6.87	54.53	\$1.13	\$12.48

<sup>\*\*</sup> Estimated Monthly kWh = (Line Wartage x Armud Operating Hours)/(1600 x 12)

#### ADDITIONAL FACILITIES CHARGES:

The above rates apply to lighting installations made on the Company's existing overfixed distribution system. Any operal or additional facilities, which may be installed at the Company's option, will be billed in addition to the above rates.

- 13 ft. decorative concrete pole used only for decorative lights (Colonial, Acom, or English Ceach) \$21.32.
- 13 ff. decorative high gloss concrete pole used only for decorative lights (Colonial, Acorn, or English Coach) \$18.75.
  16 ff. decorative base aluminum pole with 6"Tenon used only for decorative lights (Destin Single or Double) \$14.85.
- 17 ft. decorative base alteramen pole used only for decorative lights (Colonial, Acons, or English Coach) \$21.69.
- 18 ft. (14 ft. mounting hought) aluminum decorative York pole \$19.71.
- 20 ft. (16 ft. mounting height) abstractors decerative Grand pole \$16.11.
- 20 ft. fiberglass pole used only for decorative lights (Colornal) \$7.68:
- 20 ft. (16 ft. mounting height) aluminaru, round, tapered pole (Spain Tenen) \$6.75. 20 ft. (16 ft. mounting height) aluminaru, round, tapered pole (Welded Tenen) \$22.99. 25 ft. (20 ft. mounting height) aluminaru, round, tapered pole \$24.03.
- 30 ft, wood pole \$4.98.
- 30 fl. concrete pole \$10.41.
- 30 ft. fiberglass pole with concrete, anchor-based pedestal used primarily for the 100,000 Lames Large Parking Let Sortium \$49,28.
- 30 ft. (25 ft. mounting height) aluminum, round, tapered pole \$26.64. 30 ft. aluminum pole used with coverest adjustable base \$24.35.
- 35 ft, concrete pole \$15.17.
- 35 ft. conscrete pole (Turest Top) \$20.94. Charge for 35 ft. wood pole \$7.23
- 35 ft. (30 ft. mounting height) aluminum, round, topered pole \$29.87.
- 40 ff, wood pole \$8.89.
- 45 ft. concrete pole (Tenon Top) \$27.48.
- 22 ft. aluminium pole \$17.15
- 25 ft. aluminum pole \$17.86.
- 30 ft. aburrenom pole with 8' arm \$44.68.

<sup>\*\*\*</sup> Energy Charge = 3.437g/kWh x Estimated Monthly kWhUsage

First Revised Sheet No. 8.739.4 Cancels Original Sheet No. 8.739.4

### ADDITIONAL FACILITIES CHARGES (Continued):

30 ff. abarriman pole with 10° arm \$46.81.
30 ff. abarriman pole with 12° arm \$43.34.
35 ff. abarriman pole with 12° arm \$49.19.
35 ff. abarriman pole with 10° arm \$49.00.
35 ff. abarriman pole with 10° arm \$49.75.
40 ff. abarriman pole with 10° arm \$50.90.
40 ff. abarriman pole with 10° arm \$53.77.
40 ff. abarriman pole with 10° arm \$53.77.
40 ff. abarriman pole with 12° arm \$25.53.
16 ff. abarriman deconstive arian pole with barrier arms \$23.12.
40 ff. concarde pole \$37.28.
43 ff. wood pole \$9.14.
50 ff. wood pole \$10.94.
18 ff. abarriman, round tapered pole \$20.74.
Single arm for Shoolers Small Parking Lot finhare \$2.89.

Single arm for Shoebox Small Parking Lot fisture \$2.89. Double arm for Shoebox Small Parking Lot fixture \$3.70.

Triple arm for Shoebox/Small Parking Lot fixture \$4.47. Quadrupte arm for Shoebox/Small Parking Lot fixture \$5.65.

Tenon Top adapter for 100,000 Lumm Large Parking Lot foruse \$5.31.

Charge for optional 100 amp relay \$29.77.

25 kVA transformer (non-countal) for 46,000 Lumen Shoebox, 32,000 Lumen Small Purking Lot, or 100,000

Lumnn Large Parking Lot fixture(s) \$42.52.

25 kVA transformer (coastal) for 46,000 Luman Shoobox, 32,000 Luman Small Parking Lot, or 100,000 Luman Lurgo Parking Lot fromm's \$60.62.

All other additional facilities shall be billed at 1.25% per month of the Company's yeast. Such facilities may include, but are not limited to, additional eventual or underground wiring and special poles approved by the Company.

#### VANDALISM (WILLPUL DAMAGE):

The Customer will have the following three options on the second occurrence of vandation (willful damage) to a Company fecture:

- Pay (a) the total repair costs of the fixture or the original total installed cost of the fixture less any depreciation and salvage value plus the removal cost if the fixture cannot be repaired and (b) the total installed cost of a luminaine protective shield. If the fixture is not compatible with the shield, then the fixture will be explaced with either a compatible 100 watter 250 watt colorabrael fixture.
- Roquest that the damaged fixture be replaced with the same type of unstacked fixture. For this and any subsequent occurrance, the Customer will pay either (a) the total repair costs of the fixture or (b) the original total installed cost of the fixture less any depreciation and salvage value plus the removal cost if the fixture cannot be repaired, or
- Discontinue the service to the fixture.

The Customer must actify the Company in writing of its selected option. The Customer may choose to pay the total installed cost of a harmonire protective chiefd after the first occurrence of vandalises (willful damage) to a Company forture and savuthe costs incurred in 100 above.

First Revised Sheet No. 8.739.5 Cancels Original Sheet No. 8.739.5

#### MONTHLY RATES - CUSTOMER OWNED WITHOUT RELAMPING SERVICE AGREEMENT:

Customer-owned street, readway, and general area lighting fixtures which conform to the specifications of Company-owned fixtures may receive energy at the appropriate charges for each size light above. Customer-owned street, roadway, and general area lighting systems which do not conform to apecifications of the Company-owned fixtures shall be charged the morthly rate of 3.47-24Wh of the estimated lWh mage of each unit Customer-owned equipment must be approved in advance as to accessibility to be eligible to receive service. The Customer will-provide all pole(s), fixture(s), lamp(s), photoelectric control(s), and circuit(s) up to the point of connection to the Company's supply lines (point of service), and an adequate support for the Company-owned service conductors. The Company will provide an overhead service deep from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in four of the overhead conductors after allowance for the cost of equivalent overhead service conductors and any terching and backfilling provided by the Customer. The distribution system shall serve us other electrical loads except the lighting eigenment dispite for this rate.

### MONTHLY RATES - CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT:

The monthly rates out forth below cover both the electric service (if unrastered) and the replacement of larges and photoelectric controls alamaged or destroyed due to vanishism or willful abuse are not covered by the agreement and will only be replaced at the Customer's expense. Customer-owned equipment must be approved in advance as to compatibility with Company-owned larges and photoelectric controls and accessibility to be eligible to receive service. The Customer will provide all points), fixture(s), initial lamp(s) and photoelectric control(s), and ensure(s) up to the point of connection to the Company's supply lines (point of service), and an adoptate support for the Company-owned service conductors. The Company will provide at overhead service drop from its axisting secondary conductors to the point of service designated by the Company of the Customer-owned lights. Underground service conductors will be installed on lites of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the inderground conductors after allowance for the cost of equivalent overhead conductors and any translating equipment eligible for this rate. The Customer remains responsible for all maintenance office than the replacement of lamps and photoelectric controls.

#### MONTHLY RATES - CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT:

Initial		The state of the state of	Pressure Sodium Vapor								
Lamp, Rating (Lamen)	Lann Waltzer	<u>Line</u> Wattage	Est. kWh	Relamping Charge	Charge	Total Charge					
8800	100	120	41	50.81	51.41	\$2.22					
16000	150	197	68	50.83	\$234	53.17					
20000	200	233	86	50.92	\$2.75	\$3.57					
25000	250	292	100	89.83	53.44	\$4.27					
46000	400	477	164	\$0.82	\$5.64	\$6.46					
12:5000	1000	1105	379	\$1.09	\$13.03	\$14.12					

First Revised Sheet No. 8.739.6 Cancels Original Sheet No. 8.739.6

		1	Metal Halid			
Initial Lamp Rating (Lumen)	Lamp. Wattage	Line Wattage	Est. hWh	Relamping Charge	Foorge Charge	Total Charge
32000 100000	400 1000	476 1100	163 378	\$9.98 \$3.74	\$5.60 \$12.90	\$6.58 \$16.73

<sup>\*\*</sup> Estimated Monthly kWh ~ (Line Wattage x Annual Operating Hours) (1000 x 12)

The Total Charge shown above is for an immatered floture. If the service is material, there will be no Energy Charge billed under this rate.

#### ADDITIONAL PACILITIES CHARGES FOR CUSTOMER OWNED.

Any special or additional facilities, which may be installed at the Company's option, will be billed in addition to the above Contorner-owned rates

Clurge for 35 ft. wood pole \$7,23.

All other additional facilities shall be billed at 1.28 percent per month of the Company's cost.

### PROVISION FOR UP FRONT PAYMENT OF ADDITIONAL PACILITIES:

At the Customer's option, the cost of the additional facilities may be paid up front in lice of a monthly charge. Should the Customer choose this method of payment, the seneunt will be the Company's total installed cost for these additional facilities for overhead or underground distribution electric service. The Company will setuin ownership of these additional facilities.

The methil life of the polo(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the polo(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of these billing methods for the additional facilities that are replaced. (1) paying up front for the total manifold cost of the replacement of the additional facilities, (2) paying a mentally charge as provided in the tariff, or (3) discontinuing the numetered electric service.

#### PROVISION FOR UP FRONT PAYMENT OF FIXTURES.

At the Customer's option, the cost of the fixture(s) may be paid up front in line of paying the morthly Total Charge of the fixture(s). Should the Customer choose this method of payment, the amount will be the Company's total installed cost for the fixture(s). The Company will retain ownership of the fixture(s) and will provide for any soutise maintenance. On a morthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in line of the total of the Fixture, Maintenance, and Energy Charges.

The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer, and the billing of fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced. (1) paying up front for the total installed cost of the replacement of the lixture(s) and continuing to pay on a morthly basis the Maintenance and Energy Charges for the fixture(s), (2) paying the morthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmaterial electric service.

<sup>\*\*\*</sup> Energy Clurge = 3.437p/kWh x Estimated Monthly kWh Usage

Original Sheet No. 8.739.7

### PROVISION FOR CHANGING TO DIFFERENT PENTURE REPORT CONTRACT EXPIRES:

The Company will change out a fixture(s) currently being billed to a customer to a different type of fixture(s) at no cost after the expiration of the initial contract term. If a Customer requests that the change out be made prior to the and of the initial contract term, the Customer will be billed labor and overload costs for the renowal of the old fedure or parts necessary for the conversion (lamp, ballast, etc.) and the installation of the new fixture or parts necessary for the conversion (lamp, ballast, etc.). The Customer will then begin paying the price in the tariff applicable to the new fixture(s) that was installed.

### TERM OF CONTRACT (OS JUL):

Service under this Rate Schedule shall be for an initial period of not less than three (3) years and shall remain until terminated by notice to either party by the other. When additional facilities are required, the Company may require a contract for a longer initial period.

#### DEPOSIT (OS-ETI):

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated promises. The deposit may be applied to any final bills against the Customer for service.

### ADDITIONAL CHARGES (OS-UID:

See Billing Adjustments section; Sheet No. 8/030, the additional applicable charges.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Seventh Revised Sheet No. 8.743 Cancels Sixth Revised Sheet No. 8.743

#### RECREATIONALLIGHTING

(Closed Schodule)

#### RATE SCHEDULE: RL-1

#### AVAILABLE:

In all areas served. Available to any customer, who, as of January 16, 2001, was either taking service parametr to this schedule or had a fully executed Recreational Lighting Agreement with the Company.

#### APPLICATION

For FPL owned facilities for the purpose of lighting community recroational areas. This includes, but is not limited to, baseball, softball, socore, terms, and basicathall.

#### SERVICE

Sorvice will be rectered and will include lighting installation, lump replacement and facilities maintenance for FPL-owned lighting systems.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to beautor equipment.

#### LIMITATION OF SERVICE:

liastallation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accombine to the Company equipment and personnel for both construction and maintenance.

Stand-by, non-firm, or resale service is not permitted horounder.

#### TERM OF SERVICE

The term of service is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement costs. The Company will retain ownershap of these facilities.

### FACILITIES PAYMENT OPTION:

The Customer will pay for the facilities in a hung sum in advance of construction. The amount will be the Company's total work under cost for those facilities times the Present Value Revenue Requirement (PVRR) maniplier of 1.1268. Monthly Maintenance and energy charges will apply for the term of service.

### EACHTHES SELECTION:

Facilities selection shall be made by the Customer in writing by exceeding the Company's Recreational Lighting Agreement.

(Continued on Short No. 8,744)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fighth Revised Sheet No. 8.744 Cancels Seventh Revised Sheet No. 8.744

(Continued from Sheet No. 8.743)

### MONTHLY RATE:

Facilities:

Paid in full: Monthly rate is zero.

10 years payment option: 1.265% of fond work order cost.\*\*
20 years payment option: 0.848% of total work order cost.\*\*

 Both (10) sen and (20) twenty year payment options are closed to new service, and are only available for the duration of the term of service of those customers that have fully executed a Recreational Lighting. Agreement, with the Company before January 16, 2001.

Maintenance: FPL's estimated costs of maintaining lighting facilities.

Billing: FPI, reserves the right to usess a charge for the recovery of any dedicated billing system

developed solely for this rate.

Change Per Month: Company's otherwise applicable general service rate schedule.

See Hilling Adjustments section, Short No. 8 (90), for additional applicable charges.

#### MINIMUM MONTHLY BILL:

As provided in the otherwise applicable rate schedule, plus the Facilities Maintenance and Billing charges.

(Continued on Sheet No. 8.745)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Sixth Revised Sheet No. 8.745 Cancels Fifth Revised Sheet No. 8.745

#### (Continued from Short No. 8.744)

### EARLY TERMINATION

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Recreational Lighting Agreement by giving at least (90) minety days advance winter notice to the Company. Open early termination of service, the Customer shall pay an amount computed by applying the following Termination Factors to the installed cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump aim in ties of a monthly payment.

FPL may also charge the Customer for the cost to the utility for removing the facilities.

Ten (10) Years Personnt Christon	Termination Easter	Theority (20) Years Engineer, System	Termination Easter
	1.1268		2.000
125		1	1.1268
2	0.9746	2 3	1.0250
3	0.8947	3	0.9986
4	0.8086	4	0.9702
.5	0.7161	,	0.9397
6 7	0.6169		0.9069
7	0.5104	7	0.8718
9	0.3900	W 9	0.0341
9	0.2732	9	9.7936
10	0.1415	10	0.7501
219	0.000	22	40.703.5
		12	0.6534
		12 13	0.5996
		14	0.5419
		15	0.4799
		16	0.4134
		17	0.3420
		18	0.7654
		19	0.1831
		20	0.0948
		14 15 16 17 18 19 29 -20	0.0000
		5.55	4.44

### WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed stem at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to those FPL-ewned facilities, the Customer will be responsible for the cost for repair or replacement.

#### BULES 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 coeffict between any provision of this schedule and said "General Rules and Regulations for Electric Service", the provisions of this schedule shall apply.

Twenty-Sixth Revised Sheet No. 8.750 Cancels Twenty-Fifth Revised Sheet No. 8.750

#### STANDBY AND SUPPLEMENTAL SERVICE

### RATE SCHIEDULE: SST-1

#### AVAILABLE

In all areas served. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

### APPLICATION:

For electric service to any Customer, at a point of delivery, whose electric service requirements for the Customer's least are supplied or supplientented from the Customer's generation organisms at that point of service and require standby under supplientental service. For purposes of determining applicability of this rate schedule, the following definitions shall be used:

- (1) "Standby Service" means electric energy or capacity supplied by the Company to replace mergy or capacity ordinarily generated by the Costomer's own generation organization during periods of either scheduled (maintenance) or translandated (backet) outsigns of all or a portion of the Costomer's generation.
- (2) "Supplemental Service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Contemp's own generation equipment.

A Customer is required to take service under this rate schedule if the Customer's total generation capacity is more than 20% of the Customer's total electrical load and the Customer's generative are not for emergency preposes only.

Contourns taking service under this rate schedule shall enter into a Sundby and Supplemental Service Agreement ("Agreement"), however, failure to execute such an agreement will not pro-empt the application of this rate schedule for service.

#### SERVICE

Three phase, 60 here, and at the available standard voltage. All service supplied by the Company shall be flamished through one metering point. Resale of service is not permitted because.

Transformation Rider - TR, Short No. 8.820, does not apply to Standby Service.

### MONTHLY RATE:

STANDBY SERVICE Delivery Voltage	ere cons	Baker ay ky	con cons	87kV.A.Alons
Contract Standby Demand	55T-1(D1) Below 500 kW	SST-1(D2) S00 to 1,999 kW	2.000 kW & Above	SST-I(T) All Lends
Base Charge: Formard Charges.	\$175.18	\$175.18	\$505.62	\$2,525.81
Bisse Damand Charges (Natribution Demand Charge per kW of Contract Shandby Demand	\$4.20	\$4.20	\$4.20	N/A
Reservation Demand Charge per kW	52.07	\$2.07	\$2.07	\$1.89
Duily Demand Charge per kW for each daily maximum On-Poak Standby Durnand	\$1.00	\$1.00	\$1.00	\$0.59

(Continued on Short No. 8.751).

Thirty-Second Revised Sheet No. 8.751 Cancels Thirty-First Revised Sheet No. 8.751

#### (Continued from Short No. 8.750)

Delivery Voltage:	Bdow 69 kV			69 kV A. Above
Contract Standby Demand: Non-Fiel Energy Charges.	SST-1(DI) Below 500 kW	SST-1([)2) 500 to 1,999 kW	SST-1(D3) 2,000 kW & Above	SST-1(T) All Lends
Base Energy Charges On-Peak Period charge per kWh	0.958e	0.998e	0.998a	0.994g
Off-Peak Period charge per kWh	0.9984	0.908g	0.998a	0.994g

#### Additional Charges:

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the Base Demand Charges.

### DEMANDICALCULATION:

The Demand Charge for Standby Service shall be (1) the charge for Distribution Demand plot (2) the greater of the sum of the Daily Demand Charges or the Reservation Demand Charge times the maximum On-Pask Standby Demand actually registered charge times the difference between the Contract Standby Demand and the maximum On-Pask Standby Demand and the maximum On-Pask Standby Demand and the maximum On-Pask Standby Demand actually registered charge times the difference between the Contract Standby Demand actually registered charge the month.

#### SUPPLEMENTAL SERVICE

Supplemental Service shall be the total power supplied by the Company minus the Swadby Service supplied by the Company thiring the same matering power. The charge for all Supplemental Service shall be calculated by applying the applicable retail rate schedule, excluding the Base charge.

### RATINGPERIODS:

#### On Fook

November 1 through March 31. Montheys through Fridays during the boson 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thanksgiving Day, Christmas Day, and New Yaur's Day.

April 1 through October 31: Membrys through Fridays during the hours from 12 room EST to 9 p.m. EST excluding Memorial Day, Independence Day, and Cabor Day.

### Off-Peak:

All other hours

### CONTRACT STANDBY DEMAND:

The level of Customer's generation requiring Stardby Service as specified in the Agreement. This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or prior 13-month period less the amount specified as the Costomer's load which would not have to be served by the Company in the event of six outgo of the Customer's generation organisms. For a Customer's generation organisms. For a Customer receiving only Standby Service as identified under Special Provisions, the Contract Standby Dumand shall be encounted to advantage served by the Company sharing the current month or prior 23-month period.

A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

Demand soluction conditing from the installation of FPL Demand Side Management Moustres or FPL Research Project efficiency
measures, or

(Continued on Short No. 8.752)

Fifth Revised Sheet No. 8.752 Cancels Fourth Revised Sheet No. 8.752

#### (Continued from Sheet No. 8:751)

- Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL, or
- Persument changes to customer facilities that result in a persument loss of electric lead, including any faal substitution resulting in persumently technical electricity consumption, upon verification by FPL.

The re-established Contract Standby Demand shall be the higher of the actual Contract Standby Demand calculated in the sent billing period following the Contract's written request or the prior Contract Standby Demand mirror the calculated domand reduction. Requests to re-establish the Contract Standby Demand may be processed up to twice per calcular year when some than one efficiency measure is installed or where the same efficiency measure is installed in phases.

#### STANDBY DEMAND:

When the Customer's generation is isso than the minimum normal operating level as specified in the Agreement, the Standby Demand in the lesser of (1) the Contract Standby Demand minus the Customer's load being served by the Customer's generation, but not less than zero, or (2) the level of Demand being supplied by the Company.

### DEMAND.

The Demand is the kW to the meanst whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of the Customer's greatest use during the mouth as adjusted for power factor.

#### TERM OF SERVICE:

Not like that they years. The Customer shall give the Company at least five years written notice before the Customer may transfer than squage, page this rate schedule to an applicable retail rate schedule. Transfers, with less than five years written notice, to an applicable retail rate schedule may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company, and the Company's other enterpayers.

#### SPECIAL PROVISIONS:

The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the capacity and energy supplied to the Company by the Customer's generation equipment. The Company's shall provide and the Customer shall be required to pay the installation, operation and maintenance costs incurved by the Company for the meeting equipment required in (2) and (3) described above. The Company shall retain ownership of all metering equipment.

Where the Customer and the Company agree that the Customer's service requirements are totally standby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generation equipment provided that where only Standby Service is taken, (1) the Customer and the Company agree to the maximum amount of Standby Service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating ecologisms from its own metering as is necessary to permit analysis and reporting of the load and usage characteristics of Standby and Supplamental Service.

### RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Reian 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirty-First Revised Sheet No.8.760 Cancels Thirtieth Revised Sheet No. 8.760

## DYTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE (OPTIONAL)

#### RATE SCHEDULE: ISST-1

### AVAILABLE

In all areas served. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

### LIMITATION OF AVAILABILITY:

This schedule may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0-QR, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

#### APPLICATION

A Customer who is digible to receive service under the Standby and Supplemental Service (SST-1) rate schedule may, as an option, take service under this rate schedule, unless the Customer has entered into a contract to sell firm capacity and/or energy to the Company, and the Customer current restart its generation equipment without power supplied by the Company, in which case the Customer may only secrive Standby and Supplemental Service under the Company's SST-1 rate schedule.

Customers taking service under this rate schedule shall enter into an Interruptible Standby and Supplemental Service Agreement ("Agreement"). This interruptible load shall not be served on a firm service basis until service has been terminated under this rate schedule.

### SERVICE

Three phase, 60 hortz, and at the available standard voltage.

A designated portion of the Customer's foud served under this schedule is subject to interruption by the Company. Transformation Rider-TR, where applicable, shall only apply to the Customer's Contract Standby Demand for delivery voltage below 69 kV. Result of service is not permitted betweender.

MONTHLY RATE: STANDRY SERVICE Dulivery Voltage:	Distribution Below 60 kV ISST-1(D)	Transmission 69 kV & Abonz 1587-1(T)
Base Charge:	5681.25	2,786-42
Demand Charges:		
Base Demand Clasges Distribution Demand Clasge per kW of Contract Standby Demand	\$4.20	N/A
Reservation Dimand Charge per kW of Interruptible Standby Dimand. Reservation Dimand Charge per kW of Firm Standby Dimand Duly Demand Charge per kW for each daily maximum On-Pook	\$0.36 \$2.07	\$0.41 \$1.89
Interruptible Standby Dermand	50.17	\$0.10
Duly Demand Chargo per kW for each daily maximum On-Peak Firm Standby Demand	\$1.00	\$0.50
Non-Field Energy Charges: Base Energy Charges: On-Feels Period charge per kWh.	0.996¢	0.9984
Off-Pook Period charge per kWh	0.9984	0.994¢

(Continued on Sheet No. 8.761)

Eighth Revised Short No. 8.761 Cancels Seventh Revised Short No. 8.761

(Continued from Sheet No. 8.760)

#### Additional Chargos:

See Billing Adjustments section, Sheet No. 8:030, for additional applicable charges.

Minimum: The Base Chargo plus the Base Domand Chargos.

### DEMAND CALCULATION:

The Demand Charge for Standby Service shall be:

Distribution -

(1) the charge for Distribution Dumand PLUS

Firm Service -

- (2) a) the greater of the sum of the Duily Firm Standby Demand Charges OR the Reservation Firm Standby Demand Charge times the maximum On-Peak Firm Standby Demand actually registered during the month PLUS
  - b) the Reservation Firm Standby Demand Charge times the difference between the Contract Firm Standby Demand and the maximum On-Pook Firm Standby Demand actually registered during the month PLUS
- Interruptible Service (3) a) the greater of the sum of the Dully Interruptible Standby Demand Charges OR the Reservation Interruptible
  Standby Demand Charge times the standard Co-Peak Interruptible Standby Demand actually registered
  during the month PLUS
  - b) the Reservation Interruptible Standby Domand Charge times the difference between the Contract Interruptible Standby Demand and the maximum On-Peak Interruptible Standby Demand actually registered during the month.

#### SUPPLEMENTAL SERVICE

Supplemental Service shall be the total power supplied by the Company missus the Standby Service supplied by the Company chaing the same metering period. The charge for all Supplemental Service shall be calculated by applying the otherwise applicable rate schedule, excluding the Base charge.

If all or a portion of a Customer's Supplemental Service is Interruptible, then Supplemental Service will be provided pursuant to Kate Schedule CILC-1 or the General Service Industrial Demand Reduction Rider.

### INTERRUPTION:

### Internation Condition:

The Customer's interruptible load served under this rate schedule is subject to interruption when such interruption alleviates any emergency conditions or capacity shortages, soften power supply or transmission, or whenever system load, actual or projected, would otherwise require the positing operation of the Company's generators. Positing operation entails taking beas leaded units, cycling units ercombination turbines above the continuous rated cotput, which may overstross the generators. These conditions will bypositly result in leading fifther (15) interruption periods per year, will typically allow advance review of four (1) hours or more prior to an interruption period and will typically result in interruption periods of four (1) hours duration. The operating limits under this tailff are described below:

<u>Programmy</u>. The frequency of interruption will not exceed twenty-five (25) interruption periods per year.

Scales. The Company will provide one (1) hear's advance notice or more to a Contener prior to interrupting the Castomer's interruptible load.

Departure: The characters of a single period of interruption will not exceed six (6) hours.

(Centimud on Short No. 8.762).

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fourth Revised Sheet No. 8.762 Cancels Third Revised Sheet No. 8.762

#### (Centinual from Sheet No. 8.761)

In the event of an energonic, such as a Generating Capacity Emergency (See Definitions) or a major distratance, greater frequency, loss notice, or length duration than hated above may occur. If such an emergency develops, the Chaterner will be given 15 minutes' notice. Loss than 15 minutes' notice may only be given in the event that failure to do so would need in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Chaterner agrees that the Company will not be hable for any damages or lagues that may occur as a result of providing no notice or less than one (1) hours' notice.

#### Contractor Rescreptibility

The Company will interrupt the interruptible portion of the Customer's service for a one-boar period, once per year at a mutually agreeable time and date for testing purposes. To sting purposes include the testing of the interruption egapeause to arrang that the load is able to be more partial than agreed specifications. If the Customer's load has been successfully interrupted during the previous 12 months, this test obligation will have been made and a load has been successfully interrupted during the previous 12 months, this

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically interrupt the Customer's load, as specified in the Agranment.

# RATING PERIODS:

On Peak

Neverther 1 through March 31. Mondays through Fridays during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST enduding Theologisting Day, Christman Day, and New Yoar's Day.

April 1 through October 31: Mondays through Findays sharing the losers from 12 noon EST to 9 p.m. EST excluding Monorial Day, Independence Day, and Labor Day.

Off-Peak

All other hours.

#### DEMAND:

The Demand is the kW to the research whole kW, as determined from the Company's entering equipment and systems, for the 30minute period of Customer's greatest use during the records as adjusted for power factor.

#### CONTRACT STANDBY DEMAND:

The level of Customer's load requiring Standby Service as specified in the Agruement. This Contract Standby Demand will not be less than the measurement load actually served by the Customer's generation during the current month or prior 23-month period less the uniounit specified as the Customer's load which would not have to be served by the Contiguey in the event of an ortige of the Customer's generating equipment. For a Customer recovering only Standby Service as infertibled under Special Provisions, the Contract Standby Demand shall be the measurement load actually served by the Company during the current month or prior 23-month period.

A Customer's Contact Stanfby Domand may be re-established to allow for the following adjustments

- Demand evidence resulting from the installation of EVI. Demand Side Management Measures or EVI. Research Project efficiency management.
- Demand robustions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL, or
- Perstance charges to customer facilities that result in a persuasert loss of electric load, including any faci substitution resulting in persuasertly endoced descriptive unsumption, upon varification by FPI.

The re-established Contract Standby Demand shall be the higher of the actual Contract Standby Demand calculated in the next billing period following the Contract Standby Demand retract on the pass Contract Standby Demand retract the calculated demand reduction. Requests to re-establish the Contract Standby Demand may be processed up to twice per calcular year when more than one efficiency measure is installed in where the same efficiency measure is installed in where the same efficiency measure is installed in phases.

#### STANDBY DEMAND:

When the Customer's generation is less than the minimum normal operating level as specified in the Agreement, the Standby Dermand in the losses of (1) the Contract Standby Dermand minus that Customer's lead being served by the Contomer's generation, but not less than zero, or (2) the level of Dermand being supplied by the Company.

#### FIRM STANDBY DEMAND:

The Customer's Firm Standby Demand shall be the lesser of the "Firm Standby Demand" level specified in the Customer's Agreement with the Company, or the highest Standby Demand. The level of "Firm Standby Demand" specified in the Agreement shall not be exceeded during the periods when the Company is interrupting the Customer's load.

(Continued on Short No.8 7(3)

board by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Eleventh Revised Sheet No. 8.763 Cancels Tenth Revised Sheet No. 8.763

#### (Continued from Short No. 8.762)

#### INTERRUPTIBLE STANDBY DEMAND:

The Customer's Interruptible Standby Demand shall be the Customer's Standby Demand Ion the Customer's Firm Standby Demand.

#### INTERBUPTION PERIOD:

All hours established by the Company during a monthly billing passed in which:

- 1. the Customer's load is testempsted, or
- the Customer is billed pursuant to the Continuity of Service Provision.

#### EXCEPTIONS TO CHARGES FOR EXCEEDING FIRM DEMAND.

If the Customer exceeds the "Firm Standby Demand" during a period when the Company is interrupting load due to:

- Force Majoure events (see Definitions) which are demonstrated to the satisfaction of the Company to have been beyond the Customer's control, or
- maintenance of generation equipment necessary for intemption which is performed at a pre-arranged time and date mutually aerood to be the Company and the Contempt (See Special Province), or
- agrood to by the Company and the Customer (See Special Provisions), or 3. siking firm load that was not previously non-firm load to their facility, or
- an event affecting local, state, or national security and space launch operations, within five (5) days prior to an impersting launch.

then the Customer will not be required to pay the Charges for Exceeding Firm Demand during the period of such exceptions, but will be billed pursuant to the Continuity of Service Provision.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, then the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

#### CHARGES FOR EXCHEDING FIRM STANDBY DEMAND:

If the Customer exceeds the "Firm Stanfoy Demand" during a period when the Company is interrupting lead for any reason other than those specified in Exceptions to Charges for Exceeding Firm Stanfoy Demand, then the Customer will be:

- billed the difference between the Reservation Demand Charge for Firm Standby Demand and the Reservation Demand Charge for Interruptible Standby Demand for the excess law for the prior sixty (80) months or the number of receibs the Customer has been billed under the rote schoolabe, whichever is less, and
- billed a penalty charge of \$1.51 per low of excess low for each month of rebilling

Excess kw for rebilling and penalty charges is determined by taking the difference between the maximum demand during the lateraption Period and the Customer's "Farm Standby Demand". The Customer will not be rebilled or penaltood twice for the same excess kw in the calculation described above.

# TERM OF SERVICE

Service under this Rate Schedule shall continue, subject to Limitation of Availability, until tensanated by either the Company or the Contente upon written notice given at least five (5) years prior to termination.

Transfers, with less than five (5) years' writers notice, to any firm retail rate schedule for which the Castomer would qualify may be permitted if it can be shown that such transfer is in the best interests of the Castomer, the Company and the Company's other customers.

If the Conterner no longer wishes to receive electric service in any form from the Company, the Customer may formant the Agreement by giving thirty (30) days' advance written service to the Company.

The Company may terminate survive under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement. Prior to any such termination, the Company shall notify the Customer at least manely (90) days in advance and discribe the Customer's failure to comply. The Company may then terminate this service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures measure to climatate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the Rengiong, if, at any time during the 90-day period, the Customer either reflects or fails to irritate and pursue contextive actions, the Company shall be centified to suspend forthwith the monthly billing under this Eate Schedule and bill the Customer randor the otherwise applicable from service rate schedule.

# In the event that:

- service is terminated by the Company for any reason(s) specified in this section, or
- the Customer transfers the interruptible portion of the Customer's load to "Tirm Steadby Demand" or to a firm or a cartailable screece rate schedule without providing at least five (5) yours' advance written notice, or

(Continued on Short No. 8 764)

Issued by: Tilfany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective:

Eleventh Revised Sheet No. 8.764 Cancels Tenth Revised Sheet No. 8.764

#### (Corninued from Sheet No. 8.763).

- c) there is a termination of the Customer's costing service and, within twelve (12) months of such termination of sorrice, the Company receives a request to re-establish service of similar character under a firm service or mutualidate service rate scharlade, or under this Rate Schedule with a shift from non-firm load to firm service;
  - () at a different location in the Company's service area, or
  - under a different name or different ownership, or
  - under other circumstances whose effect would be to increase firm demand on the Company's system without the sequisite five (5) years' advance written notice.

#### then the Costomer will be

- relailed under Rate Schedule SST-1 for the shorter of (a) the most record prior sexty (rit) months during which the Customer was billed for service under this Rate Schedule, or (b) the manifer of months the Customer has been hilled under this Rate Schedule, and
- billed a penalty charge of \$1.51 per kW times the number of months subifled in No. 1 above times the Contract Standby Demand.

#### Except as noted below:

If service under this schodule is terminated by the Contomor for any reason, the Customor will not be rebilled as specified in paragraphs 1, and 2, above if

- it has been demonstrated to the sets/faction of the Company that the impact of such transfer of service on the economic costeffectiveness of the Company's ISST-1 Schedule or is in the best interests of the Costoner, the Company, and the Company's
  other customers, or
- the Customer is required to transfer to another retail rate schedule as a result of Commission Rule 25-6 0438. F.A.C., or
- the lamittedien of service under this East Schedule is the result of either the Contentor's coming operations at its facility without continuous or establishing samular operations observing in the Computer's persons area.
- d. any other Continues(s) with domaid reduction equivalent to, or greater than, that of the existing Customer(s) agrees to take service under this Rate Schodule and the MW demand reduction commitment to the Company's Generation Expansion Plan has been such and the new replacement Customer(s) has how the equipment usualled and is (as)) available for interruption.

In the event the Customer pays the penalty charges because no replacement Customer(s) in(are) available as specified in paragraph disables, but the replacement Customer(s) close(de) become available within 12 months from the date of termination of service under this Rate Schoolage, then the Customer will be refused all or part of the rebilling and penalty in projection to the amount of MW obtained to replace the lost capacity less the additional cost instituted by the Company to serve those MW during any losd control periods which occurs before the replacement Customer(s) became available.

# SPECIAL PROVISIONS:

- Interruption of the Customer's load shall be accomplished through the Company's load management systems by use of control opposits connected directly to the Customer's syntching equipment.
- The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing under removing Companyowned interruption equipment.
- It shall be the responsibility of the Customer to determine that all electrical opagement to be interrupted in in good repair and working condition. The Company will not be responsible for the regain, maintenance or replacement of the Customer's dustried opagement.
- 4. The Company is not required to install interruption equipment if the installation current be accommodly justified.
- 5. Billing under this Rate Schedule will commence after the installation, inspection and successful testing of the interruption equipment.
- Maintenance of the Customer's generation equipment necessary for the implementation of lead control will not be acherhold during periods where the Computer projects that it would not be able to withstand the loss of its largest unit and container to serve firm acrisic containers.

(Continued on Short No. 8.765)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective:

First Revised Sheet No. 8.765 Cancels Original Sheet No. 8.765

#### (Continued from Short No. 8 764)

The Customer will allow the Company to make all necessary arrangements to mater (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment to the interruptible load served by the Customer and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the capacity and energy supplied to the Company by the Customer's generating equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintaneer costs recorned by the Company for the matering equipment required in (2) and (3) described above. The Company shall totain ownership of all excitance equipment.

Where the Customer and the Company agree that the Customer's interruptible service requirements are totally standay or totally supplemental, the Company shall bill the Customer accordingly and not require Company matering of the gross demand and awargs output of the Customer's generating expansions provided that where only Standay Service is taken. (1) the Customer and the Company agree to the misonitum amount of interruptible standay service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating expansion from its own metering as is necessary to permit analysis and reporting of the lead and outgo characteristics of interruptible Standay and Supplemental Service.

#### CONTINUITY OF SERVICE PROVISION

In order to minimize the frequency and detailors of interruptions requested under this rate schedule, the Company will attempt to obtain misconably available additional capacity and/or energy during periods for which interruptions may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shockage; in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity analyst energy under this Continuity of Service Provision. Any non-faint customers so electing to receive capacity analyst energy which enable(s) the Company to continue service to the Cantomer's rest-firm leads during those periods will be subject to the additional charges set forthbolow.

In the event a Customer elects not to have its non-form load interrupted pursuant to this schedule, the Customer shall pay, in addition to the scenario charges provided horsender, a charge deflecting the additional costs incremed by the Company in continuing to precide service. Loss the applicable class fuel charge for the period during which the load would otherwise have been interrupted (see Sheet No.83030). This incremental charge shall apply so the Non-Firm Customer for all consumption above the Customer's Firm Stordby Demand during the time in which the nort-fam lead would otherwise have been interrupted. If, for any suscendibing stell particle, this capacity and/or arranging (and) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will couse to apply and interruption will be required for the remainder of said period.

Any Customer served under this Rate Schedule may deet to minimize the interruptions through the procedure described above. The initial election must be made in the Agreement. Any adjustment or charge to the election must be provided to the Company with at least 24 house' written notice (not including heliclays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with organized to this Continuity of Service Provision.

# BULES AND REQULATIONS:

Service under this Rate Schedule is subject to orders of governmental bodies having jurisdiction and to the carrothy effective "General Rates and Regulations for Electric Service" on the with the Florida Public Service Commission. In case of conflict between any prevision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

#### DEFINITIONS.

Generating Capacity Emergency:

A Generating Capacity Entangency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased gower, to supply its firm lead obligations.

Force Majorare

Force Majorre for the purposes of this Rate Schudule means not within the reasonable control of the Casterner affacted and not council by the negligence or lack of the deligence of the Casterner. Such events or circumstances may include acts of God, strikes, lockeum or often labor disputes or defficulties, wars, blockades, issuancetons, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, sounderts to equipment or machinety, or similar occurrences.

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

Effective: November 15, 2002

Fifth Revised Sheet No. 8,800 Cancels Fourth Revised Sheet No. 8,800

#### ECONOMIC DEVELOPMENT RIDER - EDR.

#### AVAILABLE

In all areas served.

This Rider is available for load associated with initial permanunt service to now establishments or the expansion of existing establishments. The New Land applicable under this Rider must be a manipulate of 850 kW at a single shill-very point. To qualify for service under this Rider, the Customer must employ an additional work force of at least 25 fall-time employees per 350 kW of New Least.

Initial application for this Rider is not available to existing load. However, if a change in ownershap occurs after the Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EDR and continue to schedule of credits outlined below. This Rider is also not available for mnowal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or occoronic conditions. This Rider is also not available for load-shifted from one establishment or delivery point on the Florida Power and Light system to another on the Florida Power and Light system.

The load and employment requirements under the Rider must be achieved at the same delivery point. Additional metering equipment may be required to qualify for this Rider. The Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, the number of full-time jobs resulting, and documentation verifying that the availability of the Economic Development Rider is a significant factor in the Customer's location/expansion docution.

#### LIMITATION OF SERVICE

The Company reserves the right to faint applications for this Rider when the Company's Economic Development expenses from this Rider, the Estimag Facility Economic Development Rider (UFLDR), and other sesurces exceed the meximum amount allowed by FPSC rule 25-6.0426 F.A.C. Service under this rider may not be combined with non-firm rate schedules, other business incentive index or combined with service under the EFEESR after January 1, 2022.

#### DEFINITION:

New Load. New Load is that which is added to the Company's system by a new establishment after January 1, 2022. For existing establishments, New Load is the net incremental load above that which existed prior to approved for service under this Rider.

#### DESCRIPTION:

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 associated with the Customer's New Load.

Year 1 - 20% reduction in base demand and energy charges\*

\* All other charges will be based on the Contoner's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSD-1, GSDT-1, GSLD-1, GSLD-1, GSLD-2, GSLDT-2, GSLDT-3, or HLFT.

(Continued on Short No. 8.801)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Third Revised Sheet No. 8.801 Cancels Second Revised Sheet No. 8.801

(Continued from Sheet No. 8.800)

#### TERM OF SERVICE:

The Customer agrees to a five-year contract term. Service under the Rider will terminate at the end of the fifth year.

The Company may terrainate service under this Rider at any time if the Uniternet fiels to comply with the lettre and conditions of this Rider. Failure to: 1) maintain the level of employment opicified in the Customer's Service Agreement and/or 2) purchase from the Company the amount of load specified in the Customer's Service Agreement may be considered grounds for termination.

#### PROVISIONS FOR EARLY TERMINATION:

If the Company terminates service under this Richer for the Customer's finding to comply with its provisions, the Customer will be required to referbuse the Company for any discounts received under this Richer planinterest.

If the Customer cepts to terminate service maker this Rider before the term of service specified in the Service Agreement the Customer will be required to reimburse the Company for any discounts received under this Rider plus interest.

#### RULES AND REGULATIONS

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently affective "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 soid "General Rules and Regulations for Electric Service" the provision of this schedule dull apply.

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

Effective: March 7, 2003

Original Sheet No. 8.892

#### ECONOMIC DEVELOPMENT RIDER - LARGE EDR

# AVAILABLE

In all areas served.

This Rider is available for load associated with initial permanent service to new establishments or the expansion of existing establishments. Service under the Rider is limited to Conteners who make application to the Company for service under this Rider, and for whom the Company approves such application after Jamany 1, 2022. The New Load applicable under this Rider must be a minimum of 1 MW at a single delivery point. To qualify for service under this Rider, the Customer must employ an additional work force of at least 40 full-time employees per 1 MW of New Load.

Initial application for this Rider is not available to existing load. However, if a charge in ownership occurs after the Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EDR and continue the schedule of credits outlined below. This Rider is also not available for renewal of service following interruptions such as equipment failure, temporary plant shallows, strike, or economic conditions. This Rider is also not available for load-shalled from one establishment or delivery point on the Florida Power and Light system to another on the Florida Power and Light system.

The load and employment requirements under the Rider must be achieved at the same delivery point. Additional meturing equipment may be required to qualify for this Rider. The Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, the number of full-time jobs resulting, and documentation verifying that the availability of the Economic Development Rider is a significant factor in the Customer's location expansion decision.

#### LIMITATION OF SERVICE:

The Company reserves the right to limit applications for this Rider when the Company's Economic Development expenses from this Rider, the Existing Facility Economic Development Rider (EFEDR), and other sources exceed the maximum amount allowed by FPSC ride 25-6.0426 F.A.C. Service under this rider may not be combined with non-firm rate schedules, other business incentive riders or combined with service under the EFEDR.

# DEFINITION

New Load: New Load is that which is added to the Company's system by a new establishment after January 1, 2022. For existing establishments, New Load is the net incremental load above that which existed prior to approval for service under this Ridder.

#### DESCRIPTION

A craft 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 associated with the Costomer's New Load:

Year 1 - 40% reduction in hose demand and energy charges\*
Year 2 - 30% - Year 3 - 20% - Year 4 - 10% - Year 5 - 0% - -

All other charges will be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSLD-1, GSLD-1, GSLD-2, GSLD-2, GSLD-3, GSLD-3, or HLFT.

# TERMI OF SERVICE:

The Customer agrees to a five-year centract turn. Service under this Rider will terminate at the end of the fifth year.

The Company may terminate service under this Rider at any time if the Customer fields to comply with the terms and conditions of this Rider. Pathres to: 1) maintain the level of employment specified in the Customer's Service Agreement and/or 2) purchase from the Company the amount of lead specified in the Customer's Service Agreement may be considered grounds for termination.

(Continue on Sheet No. 8.802.1)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 8.502.1

#### (Continued from Short No. 8.802)

# PROVISIONS FOR EARLY TERMINATION.

If the Company huminates service under this Rider for the Customer's failure to comply with its provisions, the Customer will be required to reimforme the Company for any discounts received under this Rider playerbreat.

If the Customer opts to terminate service under this Rider before the term of service specified in the Service Agreement the Customer will be required to minibure the Company for any discounts received under this Rider plus interest.

#### RULES AND REGULATIONS

Sorrice under this schedule is subject to creats 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fighteenth Revised Sheet No. 8.820 Cancels Seventeenth Revised Sheet No. 8.820

#### TRANSFORMATION RIDER - TR

# AVAILABLE

In all areas served.

#### APPLICATION:

In conjunction with any general service or industrial rate subadula specifying delivery of service at any available standard voltage when Customer takes service from available primary lines of 2400 volts or higher at a single point of delivery.

#### MONTHLY CHEDIT:

The Company, at its option, will either provide and maintain transformation facilities equivalent to the capacity that would be provided if the load were served at a secondary voltage from transformers at our location or, when Castoniar facushes transformers, the Company will allow a monthly credit of \$0.36 per kW of Billing Demand. Any transformer capacity required by the Customer in excess of that provided by the Company becomes may be cented by the Customer at the Company's standard cented charge.

The credit will be deducted from the monthly bill as computed inaccordance with the provisions of the Monthly Rate section of the applicable. Rate Schedule before application of any discounts or adjustments. No monthly bill will be readered for an amount less than the minimum monthly bill called for by the Agreement for Service.

#### SPECIAL CONDITIONS:

The Company may change its permary voltage at any time after reasonable advance notice to any Customer receiving credit hereuseder and affected by such change, and the Customer than has the option of changing its system so as to receive service at the new line voltage or of accopying service (without the benefit of this ride) through transformers supplied by the Company.

#### 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: Tiffany Coben, Senior Director, Regulatory Rates, Cost of Service and Systems Effective:

Seventy-Fourth Revised Sheet No. 8.830 Cancels Seventy-Third Revised Sheet No. 8.830

#### SEASONAL DEMAND - TIME OF USE RIDER - SOTE (OPTIONAL)

# RIDER, SOTR

AVAILABLE In all areas served.

APPLICATION

For electric service required for general service or industrial lighting, power and any other purpose with a measured Demand in excess of 25 kW. This is an optional rate available to customers otherwise served under the CSD-I CISDT-1, GSLD-1, GSLDT-1, GSLD-2 or GSLDT-2. Rate Schohales.

#### SERVICE:

Single or three phase, 60 herer and at any available standard voltage. All service required on premises by Customer shall be furnished through one moter. Results of service is not permitted because.

CARDINA A.

#### MONTHLY RATE:

OPTION A: Non-Sessond Standard Rate

Annual Maximum Deniard	SUIR-1 25-1991/W	500-1,999 kW	2,000 kW organier
Base Charge.	\$30.21	\$86.09	\$256.89
Demand Charges: Scanonal On-year's Durround Charges Per KW of Seasonal On-year's Demand	\$11.40	\$17.03	\$13.27
Seasonal Mournant Demand Charge	\$0.71	\$0.79	50.69
New-Seasonal Derrund Chargo Per kW of New-Seasonal Massimum Demand	SILII	813.51	\$13.58
Energy Charges: Base Seasonal On-Peak Per kWh of Seasonal	10.486¢	6.812¢	5.519e
On-Peak Energy Base Sensonal Off-Peak Per kWh of Sensonal Off-Peak Energy	1,679¢	1.413¢	1:334e
Base Non-Seasonal Energy Charge Per kWh of Non-Seasonal Energy	2.533¢	1.958¢	1.702g

#### Additional Chargest

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective:

Twenty-Sixth Revised Sheet No. 8.831 Cancels Twenty-Fifth Revised Sheet No. 8.831

	(Continued from Short No. 8.830)		
OPTION B: Non-Sessonal Time of Use Rate			
	SUIE-1	SUTE-2	SIJUR-3
Annual Maginum Demand	25-199 kW	500-1,999kW	2,000 kW or greate
Base Charge.	\$30.21	\$38.09	\$256.89
Demand Charges:			
Seasonal On-peak Demand Change Per kW of Seasonal On-peak Demand	\$11.49	\$13.03	\$13.27
Non-Sousonal Demand Charge Per kW of Non-Sousonal Peak Demand	\$10.40	\$12.72	\$12.89
Maximum Demand	30.71	\$0.79	\$0.69
Energy Charges			
Base Seasonal On-Peak Per kWh of Seasonal On-Peak Energy	10 48ng	6.812#	5.519g
Base Seasonal Off-Peak Per kWh of Seasonal	1.679¢	1.413¢	1.3346
Off-Peak Energy Base Non-Seasonal On-Peak For kWh of Non-Seasonal	5.556g	3.993¢	3.313¢
On-Peak Energy Base Non-Seasonal Off-Peak Per kWh of Non-Seasonal Off-Peak Energy	1.679g	1.413g	1.334e
100 m 24 7 10 m 25 1 27 m			

Additional Charges: See Billing Adjustments section, Short No. 8.930, for additional applicable diarges.

Maximum Charge: The Base Charge plus the currently effective Demand Charges.

# NON-SEASONAL RATING PERIODS (OPTION B only)

Non-Seasonal On-Peak Period

Seventher I forcests March 21. Mornheys through Fridays during the boars from a am. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST cacheding Thesiography (New Yorks Day, and New Yorks Day.

April 1 Strough May 31 and October 1 Strough October 31: Mondays Burugh Findays during the hours from 12 noon EST to 9 p.m. IST excluding Monoxid Day.

Non-Seasonal Off-Peak Period. All other borns

(Continued on Short No. 8 832)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective:

First Revised Sheet No. 8.832 Cancels Original Sheet No. 8.832

#### (Continued from Short No. R.831)

#### ANNUAL MAXIMUM DEMAND:

The Armual Maximum Demand is the highest monthly Maximum Demand kW recorded during the last 12 months to the regress whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use thiring any month as adjusted for power factor.

# SEASONAL UN-PEAK DEMAND

The Seasonal On-Pook Demand is the kW to the namest whole kW, as determined from the Company's metering equipment and systems, for the 30-enimite period of Cristomer's greatest use for the designated On-Peak periods during the moeth as adjusted for power factor between the bours of 3 p.m. EST and 6 p.m. EST on wardshop during the falling months of June through September, excluding Memorial Day, Independence Day and Labor Day

#### SEASONAL ON PEAK ENERGY

The kWh consumed during the hours of 3 p.m. EST and 6 p.m. EST on weekdays during the billing months Ame through September, excluding Memorial Day, Independence Day and Labor Day.

#### SEASONAL OFF-PEAK ENERGY:

All offer hours during the billing months of June, July, August and September.

#### NON-SEASONAL DEMAND

The New-Seasonal Demand is the kW to the nursest whele kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor during the billing months of January through May and October through December.

NON-SEASONAL ENGINES (OPTION A)

The kWh-consumed during the billing months of January through May and October through December.

#### NON-SEASONAL ON-PEAK ENERGY (OPTION B):

The kWh consumed during Non-Seasonal On-Pink Period.

# NON-SEASONAL OFF-PEAK ENERGY (OPTION B)

The KWh consumed duting Non-Seasonal Off-Peak Period.

#### TERM OF SERVICE:

lested term is one year with automatic, successive one year extensions unless terminated in writing by either the Company or the Customer at least ninety (90) days prior to the expiration of the surrent Term of Service.

# TERMINATION PROVISIONS:

non-t service before the end of their sument Term of Service shall be rebilled under the otherwise applicable rate for the losser of 1) total period of time in which service under the Seasonal Demand Time of Use Richer was taken or 2) the most recent twelve months. Customers terminating service under the Seasonal Demand Time of Use Rider shall not be eligible to seceive service under the Rider for a period of twelve months.

# RULES AND REGULATIONS

Service under this Rider 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 provisions of this Rider and said "Ceneral Roles and Regulations for Electric Service" the provisions of this Rider shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.845 Cancels Original Sheet No. 8.845

#### SUPPLEMENTAL POWER SERVICES RIDER PROT (OPTIONAL)

# RATE SCHEDULE: OSP-L

#### AVAILABLE:

In all arms served. This optional rider ("Rader") is available on a voluntary basis to Customers who desire an alternative source of power supply and/or power conditioning service ("Service") in the event Customers' normal electric supply is disruption. This Rider shall expert on Documber 31, 2025 surfaces extended by approval of the FPSC. No new Optional Supplemental Power Services Agreements may be executed following the expension of this Rider. Service under this Rider shall be provided under the terms specified in the Optional Supplemental Power Services Agreements that are outstanding at such time as the Rider express.

#### APPLICATION:

Service is provided through the installation of equipment by the Company at the Customer's premise, the purpose of which is to meet the Customer's requested scope of Service. In order to meet the Service recell identified by the Customer, the Company will concluse an evaluation of Customer requirements and of potential solutions, including the potential need of a detailed professional engineering design through a final-bility study. The Company and the Customer may thereafter execute a Resolution or Non-Resolutial Optional Supplemental Power Services Agruentent ("Agreement") which must include a description of the engagement to be installed, the Service to be performed, and the coordity charge for the Service. Upon receipt of the proposed Agreement from Company, the Customer shall have no more than menty (90) days to execute the Agreement. After 90 days, the proposed Agreement shall be company, the Customer.

Service would be at the Customer's regard and is not considered by the Company to be usual and customery for the type of installation to be served.

#### LIMITATION OF SERVICE:

Installation of Service equipment shall be stude only when, in the judgment of the Company, the location and the type of the Service equipment are, and will continue to be occurrented, accountly and viable. The Company will own, operate and maintain the Service equipment for the term of the Agreement.

The Company may, at its option, provide and maintain organization to connect guaranting equipment on the Company's side of the electric service. In the event that Company agrees to a Customer's request to connect guaranting equipment on the Company's side of the billing meter, energy provided by such equipment will be fulled under the Customer's otherwise applicable general service rate solvable.

# MONTHLY SERVICE PAYMENT:

The Company will design, procure, notall, own, operate and provide autotenance to all equipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Phymont - Capital Cost + Exposures

#### Where:

Capital Cost shall be levelized over the term of Service based upon the estimated installed cost of equipment times a carrying cost. The earlying cost is the cost of capital, reflecting control capital structure and most recent FPSC-approved return in common equity.

Any replacement costs) expected to be incurred during the term of Service will also be included. Any equipment installed by the Company that is not necessary to support Service to the conterner studies of be included in the Monthly Service Payment.

Except for find expenses, projected expenses will be recovered on a levelized basis over the term of Service and may include, but not be limited to non-flad operations and maintenance expenses associated with the installed equipment, administrative and general expenses, depreciation expense, income times, and properly taxes that will be recorded as costs are incurred.

(Continue on Short No. 8 846)

Issued by: Tiffuny Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.846

(Commed from Sheet No. 8 845)

First experience, if applicable, will be recalculated annually for the following 12-month period based on forecasted operating parameters and expected field costs, and will be in addition to the Monthly Service Payment. First expense will be based upon an estimate of the cost of first consumed for back-up operation and testing and also includes, but is not limited to, delivery costs, inventory costs, administration expenses and toos applicable to Company's acquisition, alonge and delivery of the first Actual find expensiones will be reconciled to projected find revenues annually and any differential will be incorporated into the following toolive: (12) inouth field charge component.

#### REVISIONS TO MONTHLY SERVICE PAYMENT.

In addition to around revisions to flied expense, when applicable, during the term of the Service, the Monthly Service Payment(s) may be adjusted, by agreement of both the Customer and the Company, to reflect the Customer's request for modifications to the Service and equipment specified in the Optional Supplemental Power Services Agreement. Modifications include, but are not limited to, equipment modifications necessitated by changes in the character of Service required by the Customer, requests by the Customer for supplemental expansions or services, or changes or increases in the Customer's facilities which will materially affect the operation of the Company's equipment.

#### TERM OF SERVICE:

The term of Service will be specific to each Optional Supplemental Power Services Agreement.

#### BUILES AND REGULATIONS:

Service under this Rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Roles and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rider and said "General Roles and Regulations for Electric Service" the provision of this Rider shall apply.

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: September 3,2019

Fifth Revised Sheet No. 8,900 Cancels Fourth Revised Sheet No. 8,900

#### Existing Facility Economic Development Rider - EFEDR.

# AVAILABLE

In all areas served.

This Rider is available for the establishment of New Load in Commercial or Industrial space that has been vacant for more than six months. Service under the Rider is limited to Customers with a measured demand of at least 350 kW and who create at least 25 new full-time jobs per 350 kW.

Initial application for this Rider is not available to existing load However, if a change in ownership occurs after the Cistosser contracts for service under this Rider. the successor Cistomer may be allowed to faitful the balance of the contract under Rider EFEDR and continue the schedule of credits outlined below. This Rider is not available for removal of service following interruptions such as equipment faiture, temporary plant shatdown, or strike. This Rider is also not available for load shafted from one establishment or delivery point on the Florida Power and Light system to another on the Florida Power and Light system.

The load and employment requirements under the Rider must be softered at the same delivery point. The Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, documentation verifying that the availability of this rider is a significent factor in the Customer's location decision, and verification that the Customer has no affiliation with the previous occupant.

#### LIMITATION OF SERVICE:

The Company's Economic Development expenses from this Rider when the Company's Economic Development expenses from this Rider, the Economic Development Rider (EDR), and other sources exceed the misconnia amount allowed by FPSC rate 25-6-0426 F.A.C. Service under this rader may not be combined with non-firm rate schedules, other business incentive riders or combined with converse reduce the EDR.

New service requiring installation of additional facilities may require monthly or annual guarantees, each contributions in aid of construction, and/or advances for construction.

#### DEFINITION

New Load: New Load is that which is established after January 1, 2022 in Commercial or Industrial space that has been vacant for more than sex months prior to application for service under this Rider. Verification of vacancy will be established by evidence of no or minimal electric load during the time period in question.

# DESCRIPTION

A craft 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 associated with the Customer's New Load:

Year 1 - 25% reduction in base demand and energy charges\*

Year 2 - 20%

Your 3 - 15%

Year 4 - 10%

Year 5 - 5%

\* All other charges not described above shall be based on the Customer's otherwise applicable rate. The otherwise applicable rate may be any of the following: (2003-1, 00027-1, 00020-1, 000

# TERM OF SERVICE.

The Costoner agrees to a five-year contract term. Service under this Ridir will terminate at the end of the fifth year.

#### BULES 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 8.901

#### SMALL BUSENESS INCENTIVE RIDER - RIDER SBIR (Closed Schedule)

# AVAILABILE-

This Rate Rider is available to those customers with an existing contract in place prior to January 1, 2022.

#### APPLICABILITY:

All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via correction of initial service or set incremental load above that which existed prior to approval for service under this rider.

If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of

#### INCENTIVES:

Subject to compliance with the terms and conditions bereof, the following credits will be applied to the base domand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 20% reduction in base demand and base energy charges
- Year 2 15% reduction in base demand and base energy changes
- Year 3 10% reduction in base demand and base energy charges
- Year 4 5% reduction in base demand and base energy charges
- Year 5 0% reduction in base demand and base energy charges

#### Qualifying Loads.

- (1) Quslifying load must be at least 200 kW, as determined by the Company.
- (2) The Customer must provide an affidavit verifying the hiring of 10 full-time employees.
- (5) The Customer must provide an affidavit verifying that the avuilability of this Rate Rider is a significant factor in the Customer's decision to request service.

#### TERM OF SERVICE

Service under this Rate Rider requires a service agreement for Electric Service that includes a minimum five- year term. Service under this Rider will terminate at the end of the service agreement term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider SBIR, does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider Failure to. (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

#### RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Roles 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: TilTany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8,902

## MEDIUM BUSINESS INCENTIVE RIDER - RIDER MBIR (Closel Schedule)

#### AVAILABILE:

This Rate Rider is available to those customers with an existing contract in place prior to January 1, 2022.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

#### APPLICABILITY

All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Lond is that which is added via connection of initial service or the net incremental load above that which existed prior to approval for service under this rider.

If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the service agreement under this Rider.

#### ENCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 40% reduction in base domand and base energy charges
- Year 2 30% reduction in base demand and base energy charges
- Year 3 20% reduction in base demand and base energy charges
- Year 4 10% reduction in base demand and base energy charges
- Year 5 0% reduction in base demand and base energy charges

# Qualifying Loads:

- (1) Qualifying load must be st least 350 kW, as determined by the Company.
- (2) The Customer must provide an affidavit verifying the hiring of 25 full-time employees.
- (5) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service.

# TERM OF SERVICE:

Service under this Rate Rider requires a service agreement for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the service agreement term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider MBSR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service ignorment for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and consistency of this Rider. Follow to: (1) mioritain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered groweds for termination.

#### 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 sood "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8,903

#### LARGE BUSINESS INCENTIVE RIDER - RIDER LBIR (Closed Schedule)

#### AVAILABILE:

This Rate Rider is available to those customers with an existing contract in place prior to January 1, 2022. The qualifying load and employment requeements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

#### APPLICABILITY

All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Lond is that which is added via connection of initial service or the net incremental load above that which existed prior to approval for service under this rider.

If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the service agreement under this Rider.

#### ENCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule.

- Year 1 60% reduction in base demand and base energy charges
- Year 2 45% reduction in base demand and base energy charges
- Year 3 30% reduction in base domand and base energy charges
- Year 4 15% reduction in base demand and base energy charges
- Year 5 0% reduction in base demand and base energy charges

#### Qualifying Loads:

- (1) Qualifying load must be at least 1,000 kW, as determined by the Company.
- (2) The Customer must provide an affidavit verifying the hiring of 50 full-time employees.
- (3) The Customer must demonstrate new capital investment of at least \$1,000,000.
- (4) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service.

# TERM OF SERVICE:

Service under this Rate Rider requires a service agreement for Electric Service that includes a minimum five- year term. Service under this Rider will terminate at the end of the service agreement term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider LHIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

#### 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 lifected Service" the provision of this schedule shall apply

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.904

#### EXTRA-LARGE BUSINESS INCENTIVE RIDER - RIDER XLBER (Closed Schedule)

#### AVAILABILE

This Rate Rider is available to those customers with an existing contract in place prior to January 1, 2022.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

#### APPLICABILITY:

All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or net incremental load above that which existed prior to approval for service under this rider.

If a change in ownership ocoun during the Term of Service under this Rider, the supposor Customer may be allowed to fulfill the balance of the Service agreement under this Rider.

#### INCENTIVES.

Subject to compliance with the terms and conditions bereaf, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 60% reduction in base demand and base energy charges.
- Year 2 53% inflaction in base domand and base energy charges
- Your 3 47% reduction in base demand and base energy charges
- Veur A APFs reduction in base demand and base energy charges
- Year 5 33% reduction in base demand and base energy charges
- Year 6 27% reduction in base demand and base energy charges.
- Year 7 ~ 20% reduction in bose demand and bose energy charges
- Year 8 13% reduction in base demand and base energy charges
   Year 9 7% reduction in base demand and base energy charges
- Year 10 0% reduction in base demand and base energy charges.

#### Qualifying Loads

- (1) Qualifying load must be at least 5 MW, as determined by the Company.
- (2) The Customer must provide an affidavit verifying the hinng of 50 full-time employees.
- (3) The Customer must demonstrate new capital investment of at least \$1,000,000
- (4) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service.

# TERM OF SERVICE:

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum ten- year term. Service under this Rider will terminate at the end of the contract term.

During the form of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider XLBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer falls to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified sin this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

# RULES AND REGULATIONS:

Service under this subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rides 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 Rides and Regulations for Electric Service" the provision of this schedule shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.910 Cancels Original Sheet No. 8.910

# Commercial/Industrial Service Rider

#### RATE SCHEDULE: CISR-1

#### AVAILABLE:

hi all areas surved.

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 leads of 2 MW or greater. Customers desiring to take service under this inder must make a written exquest. Such request shall be subject to the Company's approval, with the Company under no obligation to grant service under this index. Reside not permitted.

This rider will be closed to further subscription by eligible customers when either of the following conditions has occurred: () The total capacity subject to executed Contract Service Agreements ("CSAs") reaches 1,000 MW of connected lead, or (2) The Company-has executed seventy-five (75) CSAs with alignble 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 commity 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 sider shall be applicable to all, or a portion of, the easternes's existing or projected electric service requirements which the contours and the Company have determined, but for the application of this rider, would not be served by the Company and which otherwise qualifies for each 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 Loud must exceed a minimum level of demand determined from the following provisions:

New and Retained Load: 2 MW of installed, consucted 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:

- Lagal attentation by the customer (through an affidavir signed by an authorized representative of the entomor) to the effect that, but for the application of this sider to the new or retained load, such load would not be served by the Company;
- Such documentation as the Company may organit 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
- A. In the case of an existing customer, an agreement to provide the Company with a recent energy sudit of the existence's physical facility which provides sufficient dotal to provide actiable over and beseff information, on energy efficiency improvements which could be made to reduce the customer's cost of energy in addition to any discounted preing provided under this rider.

(Continued on Sheet 8.920)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.920 Cancels Original Sheet No. 8.920

(Continued from Sheet K910)

#### 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 Base Charges:

\$250 / month.

Base Demand / Energy Charges:

The regetable charges tasker this eider 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 treats in serving the casterner plus a contribution to the Company's fixed costs as determined by the Company.

#### BUILES AND REGULATIONS:

This optional rider is offered in conjunction with the rates, terms and conditions of the tariff under which the easterner takes service and affects the total bill only to the extent that regotiated 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 firnted to, a guarantee by the Company to maintain the level of either the Base Demand and/or Energy charge discounts reportated 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 oustainer's enter 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 precedures described within the CSA, as well as any information supplied by the customer through an energy study or as a result of negotiations or information requests by the Company and any information developed by the Company is confidential, propositary 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.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fifth Revised Sheet No. 8.930 Cancels Fourth Revised Sheet No. 8.930

#### VOLUNTARY SOLAR PARTNERSHIP RIDER (OPTIONAL PILOT PROGRAM)

# RATE SCHEDULE: VSP

# AVAILABLE

In all areas served prior to January 1, 2022 to customers receiving service under any FPL metered rate schedule. This voluntary solar partnership pilot program ("VSP Program", "the Pilot") provides customers an opportunity to participate is a program designed to construct and operate commercial-scale, distributed solar photovoltaic facilities located in communities throughout FPL's service area. Service under this rider shall terminute December 31, 2025.

#### APPLICATION

Available upon request to all customers in conjunction with the otherwise applicable metered rate schedule.

#### LIMITATION OF SERVICE

Any contoner under a metered rate schedule who has no delinquent balances is eligible to elect the VSP Program. A customer may terminate participation in the VSP Program at any time and may be terminated from the Pilot by the Company if the customer becomes sobject to collection action on the customer's service account.

#### CHARGES

Each voluntary participant shall agree to make a monthly contribution of \$9.00, in addition to charges applied under the otherwise applicable metered rate schedule. Customer billing will start on the next scheduled billing date upon notification of service request. The VSF Program contribution will not be provided if the billing period is for less than a full month.

Upon participant's notice of termination, no VSP Program contribution will be assessed in the billing period in which participation is terminated.

# TERM OF SERVICE:

Not less than one (1) billing period:

#### SPECIAL PROVISIONS

Upon customer request, program participation may continue at a new service address if the customer moves within FPL's service area.

# RULES AND REGULATIONS:

Service under this rider 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 provisions of this substitute and said "General Rules and Regulations for Electric Service" the provisions of this rider shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.932 Cancels Original Sheet No. 8.932

#### SOLARTOGETHER RIDER (OPTIONAL PROCEASE)

#### RATE SCHEDULE: STR.

#### AVAILABLE:

The FPL SolarTogether<sup>th</sup> Ridar ("FPL SolarTogether" or "the Program") is available in all areas served by FPL prior to January 1, 2022, subject to subscription availability. Upon completion of the necessary billing and cumfinent system modifications the tariff will become available to all customers served by FPL after January 1, 2022. This optional program allows FPL continuous to subscribe to a portion of universal solar capacity built for the benufit of the Program and receive a credit for the setual solar production associated with their subscription.

#### APPLICATION:

In conjunction with the otherwise applicable meterni rate schedule. All rates and charges under the customers' otherwise applicable meterod rate schedule shall apply.

#### MONTHLY SUBSCRIPTION:

The Monthly Subscription shall be equal to the sum of the Monthly Subscription Charge + Monthly Subscription Craft as follows.

	Monthly	Subscription:	
Parti	ipant Low Income Partie		c Participant
Subscription Charge S/kW-Month	Sobscription Credit prkWh	Scheription Charge SAW-Month	Subscription Cedit S/kW-Mooth
See Sheet No. 8,934	See Sheet No. 8.934	See Sheet No. 8.934	See Sheet No. 8,934

# LIMITATION OF SERVICE:

Any assistance taking service under a meterof rate schedule who has no infrappent balances with FPL is eligible to participate. Eligible sustainers may obser a subscription level in 1 kW units representing up to 100% of their previous 12 month total kWh usage. Customers at or below 200% of the fideral poverty level are eligible for participation at the low-income pricing provided by this tariff. Increases in number of units purchased will be limited to once per year and subject to program availability.

# BILLING

Participants are subject to the maximum bill on their otherwise applicable rate schedule. The FPL SolarTogether Monthly Subscription. Charge and offsetting Monthly Subscription Credit will appear as separate line thems on a participant's bill during every month of empliment and are subject to all applicable toxes and fee.

Mosthly Subscription Could amounts may not result in a total bill less than zero (50). Any excess crock amounts will be applied in subsequent months to ensure participant total bill amounts must thus requirement.

#### TERMS OF SERVICE:

Not less than one (1) billing cycle. Participants may, at any time following their first billing cycle, terminate their participation ("Voluntary Termination") or neduce the number of subscribed units purchased. Participants may be terminated from the program by FPL if the customer becomes delargated on the customer's electric service account or for fadium to satisfy eligibility assurements ("Involuntary Termination"). Upon either Voluntary or Involuntary Termination, the account is probability from re- engling for a market (12) month period.

(Continued on Short No. 8 933)

Issued by: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.933 Cancels Original Sheet No. 8.933

(Continued from Sheet No. 8.932)

#### SPECIAL PROVISIONS

If the customer moves within FPL's service area, program participation may continue at a new service address with no impact the ensterner's program encollesent date subject to the limitations and terms outlined above. Notification to transfer participation must be made by the customer to the Company and the Company will have 45 days to complete the transfer.

FPL will automatically return the renewable energy contilicate (RECs) associated with the generation produced by the SolarTogether solar energy content. The accumulation of RECs associated with each participant's automatic subscription will begin with the first subscription billing period. FPL will provide participants with REC retirement summary reports upon request.

#### RULES AND REGULATIONS

Service under this rider is subject to orders of poverimental bodies having jurisdiction and to the currently affective "General Rules and Regulations for Electric Service" on file. with the Florida Public Service Commission. In case of conditable/worn any provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this rider shall apply. The participant subscription is neither a sountly nor an ownership interest in the solar asset and therefore no owned interest is to be surrendered, with, or traded.

(Continued on Short No. 8 934)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 8.934 Cancels First Sheet No. 8.934

(Commond from Short No. 8 933).

# MONTHLY SUBSCRIPTION FPI, SOLARTOGETHER PARTICIPANT RATES

		Pha		110.0
	Participant		Low Income Participant	
Participant Program Year	Subscription Charge SAW-Month	Subscription Credit &/kWh	Subscription Charge S/kW-Month	Subscription Credit \$'kW-Month
1	\$6.76	(3.59792)	\$5,57	(\$6.27)
2	\$6.76	(3.65189)	\$5,57	(\$6.27)
3	\$6,76	(3.70667)	\$5.57	(\$6.27)
4	\$6.76	(3.76227)	\$5.57	(\$6.27)
5	\$6.76	(3.81870)	\$5,57	(56,27)
6	\$6.76	(3.87598)	\$5.57	(\$6.27)
7	\$6.76	(3.93412)	\$5.57	(\$6.27)
- 8	\$6.76	(3.99313)	\$5.57	(\$6.27)
9	\$6,76	(4.05303)	\$5.57	(\$6,27)
10	\$6.76	(4.11383)	\$5.57	(\$6.27)
11	\$6,76	(4,17554)	\$5,57	(\$6.27)
12	\$6.76	(4.23817)	\$5.57	(\$6.27)
13	\$6.76	(4.30174)	\$5.57	(\$6.27)
14	\$6,76	(4.36627)	\$5.57	(\$6.27)
15	\$6.76	(4.43176)	\$5.57	(\$6,27)
16	\$6.76	(4.49824)	\$5.57	(86.27)
17	\$6.76	(4.56571)	\$5.57	(\$6.27)
18	\$6.76	(4.63420)	\$5.57	(\$6,27)
19	\$6.76	(4.70371)	\$5.57	(\$6,27)
20	\$6.76	(4.77427)	\$5.57	(\$6.27)
21	\$6.76	(4.84588)	\$5.57	(\$6.27)
22	\$6.76	(4.91857)	\$5.57	(\$6,27)
23	\$6.76	(4.99235)	\$5.57	(\$6.27)
24	\$6.76	(5.06724)	\$5.57	(\$6.27)
25	\$6.76	(5.14325)	\$5,57	(\$6.27)
26	\$6.76	(5.22040)	\$5.57	(\$6.27)
27	\$6.76	(5.29871)	\$5.57	(\$6.27)
28	\$6.76	(5.37819)	\$5.57	(\$6.27)
29	\$6.76	(5.45886)	\$5.57	(\$6.27)
30	\$6.76	(5,34074)	\$5.57	(\$6.27)
31	\$6.76	(5.62385)	\$5.57	(\$6.27)
32	\$6.76	(5.70821)	\$5.57	(\$6.27)
33	\$6.76	(5.79383)	\$5,57	(\$6.27)
34	\$6.76	(5.88074)	\$5.57	(\$6.27)
35	\$6.76	(5.96895)	\$5.57	(\$6.27)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: April 1, 2022

First Revised Sheet No. 8.936 Cancels Original Sheet No. 8.936

# UTILITY-OWNED PUBLIC CHARGING FOR ELECTRIC VEHICLES (EVA) (PILOT PROGRAM)

#### RATE SCHEDULE: UEV

# AVAILABLE

Available to customers charging electric vehicles at FPL ("the Company") owned public EV fast charging stations ("the stations") with output power of 50kW or greater.

#### APPLICATION

The stations may be accessed by any person ("user") who resides either within or outside the Company's service area. EV charging service will be available at the Company-owned stations installed at Company or Host locations. The stations will be accessible to the public for charging. Service under this tariff shall terminate five years from January 1, 2021, unless extended by order of the Florida Public Service Commission ("FPSC"), or terminated earlier by the Company upon notice to the FPSC.

#### LIMITATION OF SERVICE:

The user must register an account with the Company's mobile application or network provider, including payment information, prior to charging the fiV.

#### BILLING AND PAYMENT TERMS:

The current rate is set at \$0.30 kWh. Charging network fees as determined by the charging station network provides may apply at certain stations. Vehicle idling fees at a rate up to of \$0.40 per minute following a ten-minute grace period may apply at certain stations located in close proximity to highway certifiers or other highly trafficked area. The rates applicable to the specific station including the rate per kWh, taxes and charging network provider and idle fees will be visible to the users via the app and/or display. Users will be notified when the charging session is complete via the display located at the charging dispenser and through the Company's mobile application and will have the ability to obtain a detailed receipt of the charge session.

# RULES AND REGULATIONS:

Service under this rider 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 provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this rider shall apply

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 8.939

## SOLAR POWER FACILITIES PILOT RIDER (OPTIONAL)

#### RATE SCHEDULE: SPF-L

# AVAILABLE:

In all aross serval. This optional rider ("Rider") is available on a voluntary basis to Non-Rosdontial Customers who desire the installation and maintainess of solar structures ("Service"), such as solar trees and solar caregies, and related equipment, such as lighting and batteries ("Equipment"). This Rider shall expite four years from the effective date of this program, unless extended by approval of the FPSC. Service under this Rider shall be provided under the terms specified in the Solar Power Facilities Service Agreement ("Agreement") that is in effect at such time as the Rider expires. No new Agreements may be executed following the expiration of this Rider.

#### APPLICATION

Service is provided through the design, permitting, procurement, installation and maintenance of Equipment by the Company at the Customer's primise, this purpose of which is to must the Customer's requested scope of Service, as more specifically described in a Statement of Work that will be completed parament to the Agreement, in order to meet the Service need identified by the Customer, the Company will conduct an evaluation of Customer supplements and of potential solutions. The Company and the Customer shall be recently execute an Agreement which shall include a description of the equipment to be installed, detailed design, the Service to be provided, and the monthly charge for the Service. Upon margin of the proposed Agreement from Company, the Customer shall have no more than mustry (90) shays to execute the Agraement. After 90 shays, the proposed Agraement shall be considered expired, unless controlled in writing by the Company. All rates and charges under the Customer's otherwise applicable meternd are schodule shall apply

#### LIMITATION OF SERVICE:

Installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and will continue to be, accombine and viable. The Company will own, operate, and maintain the Equipment for the term of the Automoret.

# MONTHLY SERVICE PAYMENT.

The Company will doogs, procure, install, own, operate and provide maintenance to all liquipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Ruder is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Payment - Capital Costs + Expenses

#### Where

Capital Costs includes the as-installed cost of the Equipment. Capital costs shall be levelized over the term of Service based upon the installab cost of Equipment times a carrying cost. The carrying cost is the cost of capital, reflecting the Company's carried capital structure and most recent FPSC-approved return on common capital.

Capital Costs also includes any replacement cost(s) expected to be assumed during the term of Service. Any equipment installed by the Company that is not necessary to support Service to the customer shall not be included in the Monthly Service Payment. Unexpected replacement cost(s) shall be addressed as set forth in the Agreement.

Expenses will be recovered on a leveliced basis over the term of Service and may, depending on the type of Equipment installed, include: operators and maritmence expenses, mentioning expenses associated with the installed Equipment, administrative and general expenses, deposition expense, income taxes, property taxes, and my expenses that are particular to a specific type of Equipment.

(Continue on Sheet No. 8.940)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 8,940

(Continued from Sheet No. 8.939)

#### NET METERING OF EXCESS GENERATION

For Customers that have executed an interconnection Agreement with the Company, the following billing parameters will apply:

The Customer will be charged for electricity used in excess of the generation supplied by the Equipment, as applicable, in accordance with the Company's normal billing practices. If any excess generation from the Equipment is delivered to the Company's electric grid during the course of a billing cycle, it will be credited to the customer's energy consumption for the next month's billing cycle.

All excess energy credits will be accumulated and be used to offset the customer's energy usage in softwequant months for a period of not more than twelve months. In the last billing cycle month, of each calender year, any unused credits for excess kWh generated will be credited to the sect month's billing cycle using the average arrural rate based on the Company's COG-L. As-Available Dienry Tariff. In the event a continuor closes the account, any of the customer's unused credits for excess kWh generated will be paid to the customer at an average annual rate based on the Company's COG-L. As-Available Energy Tariff.

#### REVISIONS TO MONTHLY SERVICE PAYMENT

When applicable, during the turn of the Service, the Monthly Service Payment(s) may be adjusted, by agreement of both the Contoner and the Company, to reflect the Customer's project for modifications to the Service and Equipment specified in the Agreement Modifications include, but are not limited to. Equipment modifications necessitated by charges in the character of Service required by the Customer, requests by the Customer for supplemental equipment or services, or charges or increases in the Customer's facilities which will materially affect the opened on of the Company's against the services.

#### TERM OF SERVICE:

The term of Service will be set forth in the Agreement. At the end of the term of Service, the Customer may choose to (a) renew the Agreement, (ii) purchase the Equipment, or (iii) request that the Company remove the equipment, as more fielly set forth in the Agreement.

#### RULES AND REGELATIONS:

Service under this Rider 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 Cornesission, it case of conflict between any provision of this Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.942

# COMMERCIAL ELECTRIC VEHICLE CHARGING SERVICES RIDER PILOT (OPTIONAL)

#### RATE SCHEDULE, CEVCS-1.

#### AVAILABLE

In all areas served. This optional rider ("Rider") is available on a voluntary basis to Contourns who desire commercial electric volucie charging service ("Service") for float volucies through the installation of Company connect, operated, and maintained electric volucie charging equipment ("Equipment"). This Rider shall expect four years from the effective date of this program, unforeextended by approval of the FPSC. Service under this Rider shall continue to be provided under the terms specified in the Commercial Electric Vehicle Charging Services Agreement ("Agreement") that is in effect at such time as the Rider expires. No new Agreements may be excented following the expansion of this Rider.

#### APPLICATION:

Service is provided through the installation of Equipment by the Company at the Castomer's premise in accordance with the Scope of Services set forth in the Agreement. In order to recet the Service need identified by the Castomer, the Company will conduct an evaluation of Castomer requirements and of potential solutions. The Company and the Castomer thereafter shall execute an Agreement which shall include the Service to be performed, a description of the Equipment to be installed, and the morthly charge for the Service, calculated in accordance with the provisions of this Rider. All rates and charges under the Castomer's otherwise applicable metered rate schedule shall again.

#### LIMITATION OF SERVICE.

Installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and can continue to be, accessible and viable. Service shall be limited to Customers that already are receiving General Service under their otherwise applicable rate schedule. The Company will own, operate and maintain the Equipment for the term of the Agreement. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delinered by the Equipment.

#### MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate and provide maintenance to all equipment included in the determination of the Monthly Service Payment under this Ricker is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Payment - Monthly Equipment Cost + Monthly Expenses

#### Where:

Monthly Equipment Cost includes the as-installed cost of the Equipment. The Monthly Equipment Cost will be levelized over the term of Service based upon the installed cost of Equipment times a carrying cost. The carrying cost is the cost of capital, sellocting the Company's current capital structure and most recent FPSC-approved terum on common equity.

Monthly Equipment Cost also includes any replacement cost(s) expected to be incurred during the term of Service. Any Equipment installed by the Company that is not necessary to support Service to the eastoner shall not be included in the Monthly Service Payment. Unsupported replacement cost(s) shall be addressed as set forth in the Agreement.

Monthly Expenses will be exceeded on a leveliced basis over the term of Service and may, depending on the type of Equipment installed include, operations and maintenance expenses, membring expenses associated with the notalised Equipment, administrative and general expenses, depreciation expense, income taxes, projectly faces, and any expenses that are particular to a specific type of Foresteener.

(Continue on Short No. 8 8 6)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

(Continued from Short No. 8 845)
TERM OF SERVICE
The term of Service will be set forth in the Agreement. At the end of the term of Service, ownership of the Equipment shall transfer to the Customer.
PROXISIONS FOR EARLY TERMINATION.
Customer has the right to terminate the Agreement for its convenience open written notice to the Coropany at least sixty (60) days prior notice. Termination fees will be assessed in accordance with the Agreement.
RULES AND REGULATIONS.
Service under this Rider is subject to orders of governmental bothes having parisdectors 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 Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply
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Original Sheet No. 8.943

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

# 2023 Consolidated Tariff Book

Legislative Format

# Tariff Section 4 Legislative Format

Twenty-Frankl Twenty-Fifth Revised Sheet No. 4.020 Cancels Twenty-Tierd Twenty-Lourth Revised Sheet No. 4.020

# SEXVICE CHARGES

Comparison of timud Service - A \$42.40 ( 3.00 service charge will be made for instituted connection.

Reconnection Change - A \$5.00 Resonancian Change will be made for the communities of service after than movement to welstein of a rule or regulation.

Connection of Dasting Service - A \$9.50 service charge will be made for the connection of an existing assembly

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

Charges for services due and rendered which are impaid as of the past due date one subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental emittee, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate to greater than allowed, and in a manner permitted, by applicable law.

Field-Visit Charge - Whenever payment for service is delougant and a field visit is made to a customer's premise, a \$26.00 for will be added to a customer's bill for electric service. If service is disconnected, this charge will not be applied.

FPL may waive the Reconnection Charge, Returned Payment Charge, Late Payment Charge and Field Visit Charge for Customers affected by natural disasters or during periods of declared entergencies or once in any twelve (12) month period for any Customer who would otherwise have had a satisfactory payment record (as defined in 25-6.097(2) F.A.C.), upon acceptance by FPL of a reasonable explanation justifying a waiver. In addition, FPL may waive the charge for connection of an existing account and the charge for an initial connection for new or existing Customers affected by natural disasters on sharing periods of declared encagonairs.

#### CONSERVATION PROPERTIONS AND SERVICES

Residential Dwelling Units:

The Company will offer energy audits to customers in accordance with Commission Rule 25-17.003, Florida Administrative Code.

General Service Industrial:

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

Cancels Seventh Datah Revised Sheet No. 4,030 Cancels Seventh Datah Revised Sheet No. 4,030

#### TEMPORARY/CONSTRUCTION SERVICE

# APPA (CATRIC)

For company electric are so to restallment such as fars, exhibitions, construction projects, displays and similar installations

# SERVICE

Single plants or best plants, all hints at the evaluable manded occording distribution voltage. This service is at militable only when the Company has exacting expectly in lines, transformers and other expenses at the requested point of delivery. The Capamers are no entrance electrical called study not exceed 200 Amp agencity.

# CHARGO

The non-retundable charge must be paid in advance of inntillation of such families which shall include service and metering entirement.

Initalling and removing overhead service and meter-

5501-1420009

Connecting and disconnecting Customer's service cable to Company's direct-buried underground facilities including ustallation and range al of meter

\$19004190.00

# MONTHLYRATE

This temporary service shall be billed under the appropriate rate schedule applicable to general service and industrial type installations.

# SPECIAL CONDITIONS

If specific electrical service other than that stated above is required, the Company, at the Customer's request, will provide such service based on the estimated cost of labor for installing and removing such additional electrical equipment. This estimated cost will be payable in advance to the Company and subject to adjustment after removal of the required facilities. All Temporary/Construction services shall be subject to all of the applicable Rules. Regulations and Tariff charges of the Company, including Service Charges.

# Tariff Section 7 Legislative Format

Seventis Empli Revised Sheet No. 7,030 Cancels Seventh Saith Revised Sheet No. 7,030

#### COMMUNITIES SERVED

PALM BEACH (CONT'D)
Golden Laker
Gold
Golfriere
Grammeren
Golfr Stream
Hamptons af Hoea Salten
Hamptons and Hoea Salten

Highland Based: Hypoliuso Juno Beach Jupiter Jupiter Julie Colony Kings Point Lake Clarke Shores Lake Park Lakeside Green

Lakeside Green
Lantana
Loualistobee Groves
Martgorita Park
Minsion Bay
North Paim Beach
Ocean Ridge
Choelanta
Palesiore
Palm Beach
Palm Beach

Palm Beach Shores Palm Spoogs Rambow Lakes Rmiera Beach Royal Palm Beach Sandlefoot Cove South Bay South Palm Beach San Valley Tequests Villages of Criole

West Pulm Beach Whisper Walk Uniscorporated - Pulm

Beach

Wellington

PUINAM
Consent OnEast Polation
Interface from
Landy Polation
Portroom Facility
Portroom Facility
Worklan
Consecutive of - Potential

SANTA RONA\* City of Milton City of Gulf Beseze Unicorporated - Santa Rosa

SARASOTA flee Ridge Deseto Lakes Englewood Franville Gulf Gate Batates Kensignton Park Lalor Sarosota

Laurel
Longboat Key - Sarasota
Nooth Port
North Surasota
Caprey
Ridge Wood Heights
Surasota
Surasota
Surasota

Siesta Key South Gate Ridge South Sameota South Vessor Southgate The Mondows Varno Vessor

Serusota Springs

Verice Gardens Warm Mineral Springs

Unincorporated - Sarasota

SEMINOLE

Chilutio Geneva Lake Montae Sanford

Summer Havon Union special - Newsole

ST. JOHNS Amstrong Bidler Beach College Park Crescent Beach Diation

Diation
Hintings
Hilden
St. Augustine
St. Augustine Beach
St. Augustine Shoves
South Penta
Vedra Beach
Vermont Heights

Villane Beach Velvington Unimorporated - St. Johns

SE LUCIE

Ankons Indian Rover Estates Lakewood Park Port St. Lucie Rover Park Walten Walten

Unicorporated - St. Lucie

SUWANNEE Houston Live Ouk Wellbon

Unincorporated - Suwannee

UNION

Lake Postice sharped

Tisimorpument's Univer-

VOLUSIA

Arrel Daytons Beach

Daysona Beach Steven Edgeweser Holly Hill Maysown Oak Hill Ormand Beach Ormand-by-the-Squ

Osteen Ponce Inlet Port Orange South Daytona Unincomprated

South Daytona Unincorporated - Volunta

WALTON\* City of DePuniok Springs Pacton Unicorporated - Walton

WASHINGTON\*

Caryville Chipley Vernon

Unicorporated - Washington

Ratio are subject to the fundaments stated in the AVAILABILITY section of their corresponding hard sheets. Ratio are an alable to all communities served with the following exceptions:

<sup>\*</sup>Termenter Rider (Tedit (Seed No. 8.190 2) and the Voluntary Solar Permership Rider (Sheet No. 8.990) and From Together Rider (Sheet No. 8.942) are not available applicable to distributions served in the following maintees (tay) Exception (Holiston, Buckson, Chabring, Senta Rise, Walter, and Washington

<sup>&</sup>quot;Learning studer Charge (Short No. 8 (30.1), Hurmone Michael Storm Restorming Resource Charge (Short No. 8 (30.4)) Hurmone Study Storm Restorming Recovery Charge (Short No. 8 (30.5)), and the Curtailable Load Lancasi Availability Experimental Rider (Short Nos. 8 (30. – 8 (50)) are only available applicable to experimental Rider (Short Nos. 8 (30. – 8 (50)) are only available applicable to experimental resource of the following exactles: Bay, Escardon, Holmer, Sickson, Okaloosa, Santa Rosa, Walton, and Washington.

# Tariff Section 8 Legislative Format

# Sixty-Fifth Revised Sheet No. 8.010 Cancels Sixty-Fourth Revised Sheet No. 8.010

RATE SCHEDULE	DESCRIPTION	SHEET NO
BA	Billing Adjustments	8.030
G8-1	General Service - Non Demand (9-243/W)	8,101
GST-1	General Service - Non Demand - Time of Use (0-24 kW)	8.103
GND-1	General Service Demand (25-699 kW)	8.105
GSD-IEV	Electric Vehicle Charging Infrastructure Rider Pilot	8.10p
GSDT-1	General Service Demand - Time of Use (25-499 kW)	0.107
BOO	General Service Load Management Program	8.109
NSMR.	Non-Sherdard Mater Rider	8.120
GSCU-1	General Service Constant Usage	8.122
RS-1	Residential Service	8.201
FLAT-1	Residential Commercial Flood Rate	8.202
RTR-1	Residential Time of Use Rider	8.203
CU	Common Use Facilities Rider	8.211
RS-JEV	Roudental Electric Vehicle Charging Services Rider Pilot	8.213
ROC	Residential Level Management Program	8.217
GSUD-I	General Service Large Demand (500-1999 kW)	8.310
GSLD-IEV	Electric Vehicle Charging Infrastructure Rider Pilot	8.311
GSLDT-1	General Service Large Demand - Time of Use (500-1999)(W)	8.320
CS-1	Curtalable Service (500-1999 kW) (Closed Schedule)	8.330
CSE-I	Cortalable Service -Time of Use (\$00-1999 kW) (Closed Schedult)	8 340
GSLD-2	General Service Lante Demund (2000 kW+)	8.412
GSLDT-2	General Service Large Demand - Time of Use (2000 kW +)	8.420
HLFT	High Loud Factor - Time of Use	8.425
CS-2	Custofable Service (2000 kW+) (Closed Schedule)	8.432
CST-2	Curtalishle Service -Time of Use (2000 kW+) ((Sound Schedule)	8.440
CSE-3	Curtalable Service -Time of Use (69 kV or above) (Closed Schedule)	8.542
CSA	Curtailable Service (69 kV or above) (Closed Schoolse)	8.545
GSLD-3	General Service Large Demand (69 kV or above)	8.551
GSLDT-3	General Service Large Demand (69 kV or above)  General Service Large Demand - Time of Use (69 kV or above)	H.551
08-2		8.602
	Spects Field Service (Closed Schobule)	44.4
MICE	Metropolitun Transit Servica	8.610
CILC-1 CDR	Commercial Industrial Load Control Program (Closed Schedule) Commercial Industrial Donard Reduction Roles	8.650
CL	1 :	
Control of the Contro	Curtainble Load Limited Availability Experimental Rider (Cleseal Schedule)	
SL-I	Street Lighting (Closed Schedule)	8.715
SL-1M	Stroot Lighting Metured Service	8.718
PL-1	Premium Lighting (Closed Schodule)	8,72
OL-I	Outdoor Lighting (Closed Schedule)	8.725
802	Traffic Signal Service (Closed Schedule)	8.736
SL-2M	Traffic Signal Metered Service	8.731
LT-I	LED Lighting	8.73.5
10130	Outdoor Service (Closed Schedule)	8.739
RL-1	Recreational Lighting (Closed Schothde)	8.743
SST-1	Standby and Sopplemental Service	8.750
ISST-I	Interruptible Standby and Supplemental Service	8.760
EDR	Economic Development Rider	8.800

# Original Sheet No. 8,011

Economia Development Rider – Large EDR. 8.802 Transformation Rider 8.820  Sossemal Demand – Time of Use Rider 8.830  Sopplemental Power Services Rider Filor 8.845  SR Existing Facility Economic Development Rider 8.900 Business Incentive Riders (Closed Schodules) 8.901 Commercial Inclustrial Service Rider 8.910 Voluntary Solar Partnership Filot Program 8.930 Solar Togother Rider 8.932 Utdity-Owned Public Changing for Electric Volucies Filot 8.936 Solar Power Facilities Filot Rider 8.939	DRL         Economic Development Rider – Large EDR.         8 892           R         Transformation Rider         8.820           DTR         Seasonal Dermatid – Time of Use Rider         8.830           SP-1         Supplemental Power Services Rider Filor         8.845           FEDR         Existing Facility Economic Development Rider         8.900           IR         Business Incustive Riders (Closed Schodules)         8.901           ISR         Commercial Industrial Service Rider         8.910           SP         Voluntacy Solar Partnership Filor Program         8.930           TR         Solar Together Rider         8.932           EV         Utility-Owned Public Changing for Electric Vehicles Filor         8.936           PF-1         Solar Power Facilities Pilot Rider         8.939	ANGEST OWER & LIGH	II COMEANI.	Original Society
Economic Development Rider - Large EDR   8.802	DRL         Economic Development Rider – Large EDR.         8.802           R         Transformation Rider         8.820           DTR         Souscal Demand – Time of Use Rider         8.836           SP-1         Supplemental Power Services Rider Filor         8.845           FEDR         Existing Facility Economic Development Rider         8.900           IR         Business Incentive Riders (Closed Schodules)         8.901           ISR         Commercial Industrial Service Rider         8.910           SP         Voluntary Sofar Partnership Filor Program         8.920           TR         Sofar Together Rider         8.932           EV         Utility-Owned Public Changing for Electric Vehicles Filor         8.936           PF-1         Sofar Power Facilities Filor Rider         8.939	RATE SCHEDULE	DESCRIPTION	SHEET NO
Transformation Rider   8.820	R         Transformation Rider         8.820           DTR         Seasonal Demand - Time of Use Rider         8.830           ISP-1         Supplemental Power Services Rider Filor         8.845           FEDR         Existing Pacility Economic Development Rider         8.900           III.         Business Incumtive Riders (Closed Schodules)         8.901           ISR         Commercial/Inclustrial Service Rider         8.910           SP         Voluntacy Sofar Partnership Filet Program         8.930           TR         Sofar Together Rider         8.932           EV         Utility-Owned Public Changing for Electric Vehicles Filet         8.936           FF-1         Sofar Power Facilities Filet Rider         8.939	EDRL	Economic Development Ridor - Large EDR	
Sopplamental Power Services Rider Filor 8.845 SR Existing Pacility Economic Development Rider 8.900 Business Incuntive Riders (Closed Schodules) 8.901 Commercial/Inchestrial Service Fider 8.910 Voluntary Sofar Partmentajo Filot Propram 8.930 Sofar Togother Rider 8.932 Utility-Owned Public Changing for Electric Vehicles Filot 8.938 Sofar Power Facilities Filot Rider 8.939	DTR         Seasonal Demand – Time of Use Rider         8.830           ISP-1         Supplemental Power Services Rider Filor         8.845           FEDR         Existing Facility Economic Development Rider         8.900           III.         Business Incentive Riders (Closed Schodules)         8.901           ISR         Commercial/Inchatrial Service Rider         8.910           ISP         Voluntacy Sofar Partnership Filot Program         8.930           IV         Sofar Together Rider         8.932           EV         Utility-Owned Public Changing for Electric Vehicles Filot         8.936           FF-1         Sofar Power Facilities Filot Rider         8.939	TR		
Sopplamental Power Services Rider Filot 8.845 SR Existing Pacility Economic Development Rider 8.900 Business Incumtive Riders (Closed Schodules) 8.901 Commercial/Inchestrial Service Fider 8.910 Voluntary Sofar Partnership Filot Proptum 8.930 Sofar Together Rider 8.932 Utility-Owned Public Changing for Electric Vehicles Filot 8.936 Sofar Power Facilities Filot Rider 8.939	SP-1         Sopplamental Power Services Rider FRot         8.845           FEDR         Existing Pacility Economic Development Rider         8.900           III.         Business Incurative Riders (Closed Schodules)         8.901           ISR         Commercial/Industrial Service Rider         8.910           SP         Voluntacy Sofar Partnership Filet Program         8.930           TR         Sofar Together Rider         8.932           EV         Utility-Owned Public Changing for Electric Vehicles Filet         8.936           FF-1         Sofar Power Facilities Filet Rider         8.939	SOTR	Seasonal Demand - Time of Use Rider	8.830
DR Existing Facility Economic Development Rider 8,900 thusiness Incuntive Riders (Closed Schedules) 8,901 Commercial/Inshatrial Service Rider 8,910 Voluntary Solar Partnership Filet Program 8,910 Solar Together Rider 8,932 Utility-Owned Public Charging for Electric Vehicles Filet 8,936 Solar Power Facilities Filet Rider 8,939	Existing Facility Economic Development Roder   8,900	08P-1		8.845
Business Incomtive Riders (Closed Schodules) 8.901 Commercial/Inshotrial Service Rider 8.910 Voluntary Solar Partmenhap Pilot Program 8.930 Solar Togother Rider 8.932 Utility-Owned Public Changing for Electric Vehicles Pilot 8.936 Solar Power Pacilities Pilot Rider 8.939	III.         Business Incentive Riders (Closed Schodules)         8.901           ISR         Commercial/Industrial Service Rider         8.910           SP         Voluntacy Sofar Partnership Filet Program         8.930           IR.         Sofar Togother Rider         8.932           EV         Utbity-Owned Public Charging for Electric Vehicles Filet         8.936           PF-1         Sofar Power Facilities Filet Rider         8.939	EFEDR		
Commercial/Industrial Service Ricker 8.910 Voluntary Solar Partmenhip Filet Program 8.930 Solar Togother Ricker 8.932 Uthity-Owned Public Charging for Electric Volucies Filet 8.936 Solar Power Facilities Filet Ricker 8.938	ISR         Commercial/Industrial Service Ricker         8.910           SP         Voluntary Solar Partnership Filet Program         8.930           TR         Solar Togother Rider         8.932           EV         Utbity-Owned Public Charging for Electric Vehicles Filet         8.936           PF-1         Solar Power Facilities Filet Rider         8.939	DOM		
Voluntsey Solar Partmenhip Polet Program 8.930 Solar Togother Rider 8.932 Utfifty-Owned Public Charging for Electric Vehicles Polet 8.936 Solar Power Pacilities Polet Rider 8.939	SP Voluntsey Solar Partmenhip Polet Program 8.930 TR Solar Togother Rider 8.932 EV Utfity-Owned Public Changing for Electric Vehicles Polet 8.936 PF-1 Solar Power Facilities Polet Rider 8.939	CISR		
Solar Togother Rider R.932 Utfity-Owned Public Charging for Electric Vehicles Pilot R.936 Solar Power Facilities Pilot Rider R.939	FR Solar Together Rider R.932 EV Utfity-Owned Public Charging for Electric Vehicles Pilot R.936 PF-1 Solar Power Facilities Pilot Rider R.939	VSP		
Utfity-Owned Public Charging for Electric Vehicles Pilot 8-936 Solar Power Facilities Pilot Rater 8-939	EV Utity-Owned Public Charging for Electric Vehicles Pilot 8-936 PF-1 Solar Power Facilities Pilot Rater 8-939	STR		
Solar Power Facilities Pilot Rider 8 539	PF-1 Solar Power Facilities Pilot Rider 8.939	DEV		8.936
CS-1 Commercial Electric Vehicle Charging Services Rider Pilot 8.942	EVCS-1 Commercial Electric Vehicle Charging Services Rider Pilot 8.942	SPF-L		
		CEVC8-1		8.942

Sixth Revised Sheet No. 8.030.2 Cancels Fifth Revised Sheet No. 8.030.2

(Continued from Sheet No. 8:090.1)

# TRANSITION RIDER CREDIT

The following charges shall be applied to the Monthly Bate of each rate schedule as indicated and were calculated in accordance with the formula approved by the Florida Public Service Commission. The Transition Rider Credit is applicable to all accounts within the service area previously served by FPL prior to January 1, 2022. It shall be applied monthly beginning January 1 through and including December 31 for a period of five years as specified below:

Rate Schodule	2022		20	2023 28		04 20		725 20		926	
Rang permining	ekWh	\$/\$/W	ekWh	5.8.W	e/kWh	MAW	44/0/6	5.8W	ekWh	54W	
ALL, KWH RS-1, RTR-1	(0.198)		(0.158)		(0.119)		(0.079)		(0.040)		
G8-1, G8T-1	(0.157)		(0.126)		(0.094)		(0.063)		(0.031)		
GSD-1, GSD-1EV, GSDT-1, HLFT-1, SDTR-1		(0.61)		(0.49)	Ĭ	(0.37)		(0.24)		/0.12	
GSLD-1, GSLD-1EV GSLDT-1, CS-1, CST-1, HLFT-2, SDTR-2		(9.60)		(0.48)		(0.36)		(0.24)		(0.12	
GSLD-2, GSLDT-2, CS-2, CST-2, HLFT-3, SDTR-3		(0.57)		(0.46)		(0.34)		(0.23)		(0.11	
GSLD-3, GSLDT-3, CS-3, CST-3		(0.52)		(0.42)		(0.31)		(0.21)		(0.10	
OS-2	(0,273)		(0.218)		(0.164)		(0.109)		(0.055)		
MET		(0.58)		(0:40)		(0.35)		(0.25)		(0.12	
CILC-t(G)		(0.58)		(0.46)		(0.35)		(0.23)		(0.12	
CILC-I(D)		(0.58)		(0.46)		(0.35)		(0.23)		(0.12	
CILC-I(T)		(0.51)		(0.41)		(0.31)		(0.20)		(0.10	
SL-1, SL-1M, PL-1, LT-1	(0.518):		(0:41.4)		(0.311)		(0.207)		(0.104)		
OL-1, RL-1	(0.518)		(0.414)		(0.311)		(0,207)		(0.101)		
SL-2, SL-2M, GSCU-1	(0.161)		(0.129)		(0.097)		(0.064)		(0.032)		
	BDC	DDC	RDC	DDC	RDC	DOC	RDC	DDC	RDC	DDC	
	\$4W	5.kW	\$/kW	\$4W	\$4W	S/kW	\$4W	5/kW	saw	\$-kW	
881-1(1),1881-1(1)	(9.08)	(0.04)	(0.06)	(0.03)	(0.05)	(0:02)	(0.00)	(0.02)	(0.02)	10.01	
SST-1(DE), SST-1(DZ) SST-1(DB), ISST-1(D)	(0.08)	(0.0-0)	(0.06)	(0.03)	(0.05)	(0.02)	(0.03)	(0.02)	(0.02)	(0.01	

(Continued on Sheet No. 8,030.3)

Original Sheet No. 8.030.3

(Continued from Sheet No. 8.030.2)

# TRANSITION RIDER CHARGE

The following charges are applied to the Monthly Rate of each rate schedule as indicated and were calculated in accordance with the formula approved by the Florida Public Service Commission. The Transition Rider Charge is applicable to all accounts within the service area previously served by Gulf Power. It shall be applied monthly beginning January 1 through and including December 31 for a period of five years as specified below:

Rate Schedule	2022		2923		2024		2025		2026	
Check Schristonen	645Wh	\$4.90	pkWb	33W	ga.Wh	3/kW	(c439%)	5/3/W	g/kWh	SW
ALL KWH RS-1, RTR-1	2.106		1.685		1.264		0.842		0.421	
GS-1, GST-1	2.425		1.940		1.455		0.970		0.485	
GSD-1, GSD-1EV, GSDT-1, HLFT-1, SDTR-1	1.616		1.293		0.970		0,647		0.323	
GSLD-1, GSLD-1EV, GSLDT-1, CS-1, CST-1, HLFT-2, SDTR-2		5.67		454		3.40		227		1.13
GSLD-2, GSLDT-2, CS-2, CST-2, HLFT-3, SDTR-3		6.60		5.28		3.96		2.64		1.32
GSLD-3, GSLDT-3, CS-3, CST-3		4.92		3.93		2.95		1.97		0.98
08-2	1.636		1.309		0.982		0.655		0.327	
CILC-1(0)		5.50		4.47		3.36		224		1.12
CILC-I(D)		5.50		4.47		3.36		2.24		1.12
CILC-I(T)		4.92		3.93		2.95		1.97		0.98
SL-1, SL-1M, PL-1, LT-1	2.876		2.301		1.726		1:150		0.575	
OL-1, RL-1	2.876		2.301		1.726		1.150		0.575	
OS PII	2.876		2.301		1.726		1.150		0.575	
SL-2, SL-2M, GSCU-I	2.876		2.301	-	1.726	- 0	1.150		0.575	
	RDC	DDC	BDC	DDC	RDC	DDC	RDC	DDC	RDC	DDC
	s/kW	\$&W	5/kW	5/kW	5/kW	\$/kW	S/kW	\$4W	\$4:W	skw
SST-1(T), ISST-1(T)	0.84	0.40	0.67	0.32	0.50	0.24	0.34	0.16	0.17	0.08
SST-1(DI), SST-1(D2) SST-1(D3), ISST-1(D)	0.84	0.40	847	6.52	0.50	0.24	0.34	0.16	6.17	0.06

(Continued on Shart No. 8 030-4)

Original Sheet No. 8,030,4

(Continued from Sheet No. 8 0303).

# HURRICANE MICHAEL STORM RESTORATION RECOVERY

# APPLICATION:

The Storm Restoration Recovery Surcharge is designed to recover incremental storm-related costs incurred by the Company related to Hurricane Michael. It is applicable to all accounts within the service area previously served by Gulf Power. The factor is applicable to the Energy Charge under FPL's various rate schedules.

Rate Schedule	e/kWh
ALL KWH - RS-1, RTR-1	0.800
GS-1, GST-1	0.881
GSD-1, GSDT-1, GSD-1EV, HLFT-1, SDTR-1	0.443
GSLD-1, GSLDT-1, GSLD-1EV, CS-1, CST-1, HLFT-2, SDTR-2	0.347
GSLD-2, GSLDT-2, CS-2, CST- 2, HLFT-3, SDTR-3	0.234
GSLD-3, GSLDT-3, CS-3, CST-3	0.234
08-2	1.178
CILC-1(0)	0.347
CILC-1(D)	0.347
CILC-I(T)	0.234
SL-1, SL-1M, PL-1, LT-1	1.178
OL-1	1,178
OS I/II	1.178
SL-2, SL-2M, GSCU-1	1.178
SST-I(T), ISST-I(T)	0.234
SST-1(D1), SST-1(D2) SST-1(D3), ISST-1(D)	0.234

(Continued on Sheet No. 8 030.5)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and System

Original Sheet No. 8,030.5

(Continued from Sheet No. 8 030.4)

# HURRICANE SALLY STORM RESTORATION RECOVERY

# APPLICATION:

The Storm Restoration Recovery Surcharge is designed to recover incremental storm-related costs incurred by the Company related to Hurricane Sally. It is applicable to all accounts within the service area previously served by Gulf Power. The factor is applicable to the Energy Charge under EPL's various rate schedules.

Kate Schedule	¢ጵ%ክ
ALL KWH RS-1, RTR-1	0.300
GS-1, GST-1	0.329
GSD-1, GSDT-1, GSD-1EV, HLFT-1, SDTR-1	0.167
GSLD-1, GSLDT-1, GSLD-1EV, CS-1, CST-1, HLFT-2, SDTR-2	0.130
GSLD-2, GSLDT-2, CS-2, CST- 2, HLFT-3, SDTR-3	0.087
GSLD-3, GSLDT-3, CS-3, CST-3	0.087
OS-2	0.239
CILC-1(G)	0.130
CH.C-1(0)	0.130
CILC-1(T)	0.087
SL-1, SL-1M, PL-1, LT-1	0.239
OL-1	0.239
OS I/II	0.239
SL-2, SL-2M, GSCU-1	0.239
SST-1(T), ISST-1(T)	0.087
SST-1(D1); SST-1(D2) SST-1(D3); ISST-1(D)	0.087

(Centinued on Short No. 8 031)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and System

Sixth Revised Sheet No. 8.031 Cancels Fifth Revised Sheet No. 8.031

(Continued from Short No. 8.030.5)

# FUEL COST AND PURCHASE POWER RECOVERY CLAUSE(FUEL):

The mentify charge of each rate schedule shall be rounded to the reserved 0.001 e per kilowatt-bour of sales to reflect the recovery of costs of fossil and nuclear fiels and purchased power (excluding capacity payments) for each kilowatt-hour delivered, including other adjustments. Fuel Costs and Purchased Power Recovery Factors are mentally calculated aerually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

# ENERGY CONSERVATION COST RECOVERY CLAUSE/CONSERVATION):

The recently charge of each rate schedule shall be regarded to the meanure 0.001st per fallowart-hour of sales to reflect the recovery of conservation related expenditures by the Company. The Company shall record both projected and actual expenses and recommen associated with the amplicituation of the Company's Energy Conservation Plan as authorized by the Commission. The procedure for the review, approval, recovery and reconting of such costs and recursion set forth in Commission Rule 25: 17.015, F.A.C. Energy Conservation Cost Recovery Factors are normally developed annually, for the billing period of January through December and are adjusted to accorporate charges in costs from our period to the next.

For non-decisional onte subscholes, the Europy Conservation Cost Recovery Charge shall be applied to the customer's total kWh. For Demand rate schedules (other than those listed below), the Energy Conservation Cost Recovery Charge shall be applied consistent with the Base Demand Charge of On-Peak Demand Charge as specified by the rate schedule. For Rate Schedule CLC-1, the Energy Conservation Cost Recovery Charge shall be applied to the customer's On-Peak demand. For Rate Schedules SST-1 and ISST-1, the Conservation Reservation Demand Charge (RDC) and Daily Demand Charge (DDC) shall be applied to the On-Peak Standby Demand and the Contract Standby Demand as described in sections (7) and (3) of Demand Charge for each cate schedule.

# CAPACITY PAYMENT RECOVERY CLAUSE (CAPACITY):

The scoutily charge of each rate schedule shall be avaided to the means 0.001¢ per kilowatt-boar of sales or 50.00 per kilowatt of demand to reflect the recovery of capacity costs of purchased power, including other adjustments. Capacity Payment Recovery Factors are normally calculated annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the rest.

For non-demand rate schedules, the Capacity Payment Charge shall be applied to the customer's total kWh. For Demand rate schedules (offset than those listed below), the Capacity Payment Charge shall be applied consistent with the Base Demand Charge or On-Peak Demand Charge as specified by the rate schedule. For Rate Schedule CLLC-1, the Capacity Payment Charge shall be applied to the costerner's On-peak demand. For Rate Schedules SST-1 and ISST-1, the Capacity Reservation Demand Charge (RDC) and Daily Demand Charge (DDC) shall be applied to the On-Peak Standby Demand and the Centract Standby Demand as described in sections (2) and (3) of Demand Charge for each rate schedule.

# ENVIRONMENTAL COST RECOVERY CLAUSE (ENVIRONMENTAL):

The monthly charge of each rate schedule shall be numbed to the means 0.001¢ per followatt-hour of sales to reflect the recovery of environmental compliance costs as approved by the Florida Public Service Commission. The Environmental Cost. Recovery Factor is exemally calculated annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one pariod to the next.

# STORM PROTECTION PLAN:

The monthly charge of each rate schedule shall be sounded to the nearest 0.001g per kilowate-hour of sales or \$0.01 per kilowate of demand to reflect the recovery of Storm Protection exists. Storm Protection Plan Pactors are normally calculated annually, for the falling period of January through December and are adjusted to incorporate charges in costs from one period to the next.

For son-demand rate schedules, the Storm Protection Plan Charge shall be applied to the customer's total KWh. For Demand rate schedules (other than those listed below), the Storm Protection Plan Charge shall be applied consistent with the Base Demand Charge or On-Feak Demand Charge as specified by the rate schedule. For Rate Schedule CE.C.-1, the Storm Protection Plan Charge shall be applied to the customer's On-Feak demand. For Rate Schedules SST-1 and ISST-1, the Storm Protection Plan Reservation Demand Charge (SPPRDC) and Storm Protection Plan Reservation Demand Charge (SPPRDC) and Storm Protection Plan Reservation Demand Charge (SPPRDC) shall be applied to the On-Feak Standby Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge for each rate schedule.

(Continued on Shert No. E. 032)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Third Revised Sheet No. 8.032 Cancels Second Revised Sheet No. 8.032

(Continued from Sheet No. 9.631)

# FRANCHISE FEE CLAUSE:

The Monthly Rate of each rute schedule is increased by the specified percentage factor for each franchise area as set forth in the Franchise Fee Factors which are incorporated by reference as part of this clause and as filed with the Florida Public Service Commission. This percentage factor shall be applied after other appropriate adjustments.

# TAX ADJUSTMENT CLAUSE:

The Tax Adjustment Clause shall be applied to the Monthly Rate of each filed rate schedule as indicated with reference to adjustment

Plus or mirus the applicable proportionate part of any taxes and assessments imposed by any governmental authority below or in cross of those in effect on the effective date lurgof, which are assessed on the basis of the number of meters, the number of contenters, the prior of electric energy of service sold, revenues from electric energy or service sold, or, the volume of energy perentials of purchased for sale or sold.

Such tous and assessments are to be reflected on the bills of only those customers within the jurisdiction of the governmental sotherity imposing the tores and assessments.

# POWER FACTOR CLAUSE:

The Fower Factor Clause shall be applied to the Morethly Rate of each rate schedule committing a specified Demand charge. The Customer's indication congruent shall not result in a power factor at the point of delivery of less than 85% lagging at the time of maximum sharmed. Should this power factor be less thes 85% lagging during any menth, the Company may adjust the ranchage taken to determine the Domard by entirplying the EW obtained through such endings by 85% and by dividing the result by the power factor actually established at the time of maximum demand sharing the current menth. Such adjusted readings shall be used in determining the Demand.

# TRANSITION RIDER:

The applicable monthly credit or charge of each rate schools shall be rounded to the monest 0.001g per kilowati-hour of sales or 50.01 per kilowati of domand to account for Florida Power & Light Company's and Gelf Power Company's system cost differential prior to lummary 1, 2022. The Transition Rider rates are set to be effective for the billing period of lummary through Documber and satably adjusted on an annual basis for a 5-year term.

For non-demand rate schedules, the applicable monthly credit or charge rates shall be applied to the customer's total kWh. For Demand rate schedules (unless otherwise specified), the Transition Richer credit or charge shall be applied consistent with the Base Demand Charge or On-Peak Demand Charge as specified by the rate schedule. For Rate Schedule CLC-1, the Transition Richer Reservation shall be applied to the customer's On-Peak domand. For Rate Schedules SST-1 and ESST-1, the Transition Richer Reservation Demand credit or charge (RDC) and Only Demand credit or charge (DDC) shall be applied to the On-Peak Standby Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge for each rate schedule.

(Continued on Short No. 8 033)

Fifty First Sixel Revised Sheet No. 8.101 Cancely Fifty Fourth Fifth Revised Sheet No. 8.101

# GENERAL SERVICE - NON DEMAND

# BATH SCHEROLE, USA.

# AVAILABLE

te all assar ferred.

# APPLICATION:

For electric service remarks for general service or tradestral lighting, prover and any other propose well a demand of law data (3 kW)

# MERVET

Strate phase, oil hosts and allow provided marked distribution voltage. These phase curves will be provided without additional charge rates the Company's four extension policy in applicable thereto. All section company's four extension policy in applicable thereto. All section company's four extension policy in applicable thereto. All section companies by Curvey and the families thereto.

# MUZETBLY RATE.

liwe Clarge

\$44-01-12

Non-Find Energy Charges

Best Energy Charge 6-5487 230s per kWh

Additional Chances

Commit Service Loud Management Program (if applicable). See Sheet No. 8109 See Olling Adjustments seeden, Sheet No. 8 000, for addressed applicable thanges.

Markings S11-11-to nil felling system models on complete

\$25.00 ofter Vallings by January Williams and a coupled to

Non-Meland Accounts A Date Charge of \$5.056.35 will apply to those accounts which are billed on an estimated basis and, at

the Compan's option, do not have an untailed metal for measuring plectric service. The measurement

thorps shall be \$4.040 in

# SPECIAL PROVISIONS

Frangy used by commonly owned facilities of condominium, cooperative and homeowners' associations may qualify for the residential rate schedule as set forth on Short No. 8.211, Radu CU.

# TERM OF SERVICE.

Net less than ensi (1) billing period.

# BULES AND REGULATIONS

Service under this schedule is subject to veders of governmental bodies having jurisdation and to the currently effective "General Rules and Regulations for Plectus Reproc" on the 1000 the Plottle Service Commission. In case of contile having any provision of the infinite and and "General Rules and Equipment of the personnel Procedurable Build apply.

Forty-Fhird nurth Revised Sheet No. 8.103 Cancels Forty-Sound Third Revised Sheet No. 8.103

# (ENERAL SELVICE - MON DEMAND - TORICOPUS (OPTIONAL)

BATE SCHEDULE, OBJ-1

AVAILABLE

forth and specifical

APPLICATION:

For the time service request for ground service constant all lightings, power and any other purpose with a dominal of less that 25 kW.

This is an oppose two available to General Service - Sen Formani contemporary per payment as over its weighbody of freeze.

SHEVICE

Single place, 60 hortz and at any available standard detribution voltage. These phase service will be provided without additional charge union. On Company's lime proteoner pointy is applicable thereto. All service required on promises by Customer shall be formation through one trader. Result of service is not permitted horsested.

MENTHLYRATE

Base Charge:

3110177

Non-Titel Energy Charges , Bests Energy Charges On Post Percyd 13 470 j 3 373e pir kWh Off-Frak Franci

kWh

Additional Charges

General Service Lord Management Program (id applicable), Sur Sheet No 8 109 Son Billing Adjustments section, Sheet No 8 030, for additional applicable charges

Maxone

\$11.63 and billing system on a School see complete \$25.00 also believe eventual from the complete

listful service under this rate schedule shall began on the first scheduled meter reading date following the assallation of the time of sucmission.

# HATING PERHIDS

On Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. EST to 10 a.m. ESY and 6 p.m. EST to 10 p.m. EST maketing Thankagiving Day, Christmas Day, and New York's Day.

April 1 through (2008er 3). Monthlys through Fridays through the hours from 17 room EST to 9 p.m. EST oxcluding. Monterial Day, Independence Day, and Labor Day.

OFFICE

All wind been

Time Amount on Street No. S. 1647

Fifth Revised Sheet No. 8.104 Cancels Fourth Revised Sheet No. 8.104

(Continued from Sheet No. 8 103)

# TERM OF SERVICE

Initial service under this rate schedule shall be not less than one (1) billing period. Costoner has the option to return to billing under little GS-1 upon request. However, a contract for not less than one year shall be required to renew GST-1 billing if this option is exercised. Customer may fulful this contract by paying to the Company the remaining differential in the Base Charge for the balance of the 12-month contract period. This payment may either be in a lump sum or spend over the remaining months in the contract period.

# 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.

Touch by: Tiffany Cohen, Seniar Director, Regulatory Rutes, Cost of Service and Systems

Littly First betterth Revised Sheet No. 8.105 Cancels Forty Smith Filtinth Revised Sheet No. 8.105

# GENERAL BERNICE DRIMAND.

# MATERITIES AND ASSESSED.

# AVAILABLE

It all accommod

# APPLICATIONS

For abotic service required the general service or infantial lighting, power and any other propose with a minuted Domind of at less 23 kW and less than 400 kW. Convenient with a Demand of loss than 25 kW may more an agreement for service make this which de based on a Demand Chappe for a minimum of 25 kW.

### SHRVKE

Single or three place, 60 hartz and or any evaluable measured deviatories victories. All service required on promises by Contenue shall be formed of through the mater. Resident formed to promise becomes in the formed to the promise of the promise

# MOSTHLY RATE

Base Charge: \$200.0750.21

Comunit Chiestra

Uses Demond Charge \$40-6121.30 per VV

Non-Fast Energy Charges

Best Livery Chiese 2.3627 NO per kWh

# Additional Chargos:

Omeral Service Lend Meraparent Frogram (Laphiothic, Ser Steel No. 8 10 F See Eliting Adjustments section, Short No. 8 050, for additional applicable alarges.

Attenues: The Base Clarge, past the charge for the correctly effective base Demand. Let Tales Clarkerons with a Demand less than 22 kW who have creeped an agreement for service under the schedule, the triminion charge shall be the Base Charge gliss 25 kW times the Base Charge the primarile theory to the primarile charge in \$250.423 [47].

# DUMANU

The Datum's in the kW to the neuron whole kW, as determined from the Company's matering equipment and systems, for the 30-trimois period of Contorne's greatest use change the month as adjusted for power factor.

# TERM OF SERVICE:

Not less than one year.

# BULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having prindiction and to the currently effective "General Rules and Reptilations for Electric Service" on the Web Bir Nightle Service Commissions for the control of the annual Commission and Reptilations for Electric Service discpression of the subject of the sub

First Revised Sheet No. 8.106 Cancels Original Sheet No. 8.106

# ELECTRIC VEHICLE CHARGING INFRASTRUCTURE RIDER TO GENERAL SERVICE DEMAND (OPTIONAL PILOT PROGRAM)

# RATE SCHEDULE, GSD-LEV

# AVAILABLE:

In all areas served. Service under this ridet shall terminate five years from January 1, 2021, unless extended by order of the Florida Public Service Commission ("FPSC"), or terminated earlier by the Company upon notice to the FPSC.

# APPLICATION:

For electric service required for the purpose of general service or industrial public electric vehicle charging with a measured. Demand greater than or equal to 25 kW and less than 500 kW. Eligible charging installations must be accessible to the public for general service or general use.

### SERVICE:

Single or three plane, 60 hertz and at any available standard distribution voltage. All service required on premises for electric vehicle charging will be furnished through a dedicated meter.

# MONTHLY RATE:

All rates and charges under Rate Schedule GSD-1 shall apply.

# DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use claring the month is adjusted for power factor. In no month shall the billed demand be greater than the value in kW determined by dividing the kWh sales for the billing month by 75 hours per month.

# TERM OF SERVICE:

Not less than one year.

# 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.

Forty-Fitth Sixth Revised Short No. 8 107 Camerly Forty-Fourth 500 Revised Short No. 8 107

# GENERAL SERVICE DEMAND - TIME OF USE

COPTIONALS.

# RATE SCHEDULE, GSTIT-1

# AVAILABLE

to all occurrence.

# APPLICATION

For electric expose copined the gracinal service or resketted fighting, power and one offer purpose with a minimal of although of although the SW and less than 500 kW. Consomers with Demands of Less than 25 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 25 kW. This is its optional rate enablety to General Service Demand customers upon request subject to availability of mercy.

### SERVICE

Single of three phase, 60 lensz and at any evaluate standard distribution voltage. At service reported on premium by i enterior shall be furnished through one mean. Reside of service is not permitted burnerable.

# MANTHLYRATE

Bleed Chargo:

SOUTH THE

Denied Clarges

Base Demand Charge

\$4565 to 11" per EW of Demand occurring during the On-Peak period

Moreum Demand Charge: \$6-460.71 per kW of Moreum Demand.

Nor-Paul Progy Chapes Black Energy Chape On-Food, Forted Off-Pin

Off-Pink Period

and make make

3-0585 1220 perkWh 4-3741 31/2 perkWh

# Additional (Torgos-

See Hilling Adjustments section, Sheet Wo & U.O. for additional approache catagos.

Minimum The Start Charge plus the charge for the extensity effective Date Demand. For show Currentee path a Demand of ion than 27 kW who have extend an agreement for service reals the school in the minimum charge stall be the Start Charge plus 25 kW stress than these Demand Charge Start for the minimum charge is \$2.00 (\$2.00).

# EATHER PERSONS

OHPoli

Moreover's trace of March 23. Mandays through Endays during the hours from a dist. ESS to 10 cm. ESS and a point EST to 10 pm. ESS and of the ESS and a point ESS to 10 cm. ESS and of the ESS and 10 pm. ESS and of the ESS and 10 pm. ESS and 10 pm.

April 1 Basegle/Deader 31: Mendays Beneal Proby soluting the boars from 12 town 851 to 6 p.m. 657 evalviling Monantal 10 p. Independence Day; and Labor Day.

HET-POSIC

AD other treaty

(Committies Sheet No. 8 308)

Fifth Revised Sheet No. 8.108 Cancels Fourth Revised Sheet No. 8.108

### MC80500711

DEMAND:

(Continued from Sheet No. 8,107)

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the dissignated On-Pook periods during the month as adjusted for power factor.

# MAXIMIMIDEMAND

Maximum Demond is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

# TERM OF SERVICE

Not less than one year.

# 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.

Fifth Revised Sheet No. 8.109 Cancels Fourth Revised Sheet No. 8.109

# GENERAL SERVICE LOAD MANAGEMENT PROGRAM (BUSINESS ON CALL®PROGRAM)

# RATE SCHEDULE: BOC

# AVAILABLE:

Available only within the prographic weas served by the Company's Load Management system.

# APPLICATION:

To customers receiving service under Rate Schedules GS-1 and GSD-1 who elect to participate in this program, who utilize direct copanism central electric air conditioning and have operating hours that include 3 p.m. EST to 6 p.m. EST a minimum of four weekdays per week.

# SERVICE

The same as specified in Rate Schedules GS-1 and GSD-1.

# LIMITATION OF SERVICE:

The same as specified in Rate Schofides GS-1 and GSD-1. Central electric air conditioning equipment shall be interrupted at the option of the Company by means of Soul management equipment installed at the participant's premises.

# MONTHLY BILL CREDIT

Participants desiring service under this schedule will receive a Monthly Bill Credit of \$2.00 per ton of air conditioning for the months of Papel—Sendor. The six conditioning terrage will be calculated by dividing the manuplate BTU ming by 12,000 BTUs per ton. The terraging all participates to under to the research address to calculate the monthly credit amount.

The total Monthly Hill Credit shall not exceed 40 percent of the applicable Rate Schedules GS-1 or GSD-1 non-fuel energy and (where applicable) Base Domand Charges actually incurred for the month and no credit will be applied to reduce the minimum bill specified on Rate Schedules GS-1 or GSD-1.

# INTERRUPTION SCHEDULE

The participant's central electric air conditioning equipment may be interrupted for 15 minutes during any 30-minute period with a cumulative interruption time of up to 180 minutes per day. If this is unable to provide sufficient element reduction to avent an amortgancy situation, the equipment interruption may be interrupted for 17.5 minutes during any 30-minute period with a cumulative interruption time of up to 210 minutes per day.

The limitations on interruptions shall not apply during energencies on the Company's system or to interruptions caused by force majours or other causes beyond the control of the Company. The Company at its discretion may also perform interruptions for readiness testing purposes.

(Continued on Sheet No. 8 110)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 8.110 Cancels First Revised Sheet No. 8.110

(Continued from Sheet No. R 109):

# TERM OF SERVICE

A participant may discontinue service under this Rate Schedule by giving the Company seven (7) days advance notice. If the participant requests to be removed from the program, then the participant will be ineligible to re-participate again in the program for one year (12 months) from the time participation ended.

# SPECIAL PROVISIONS

- The Company shall not install load management equipment if the installation cannot be economically justified for reasons such as excessive installation costs, oversized/undersized cooling equipment, abnormal inflication of equipment (including limited occupancy locations), or poorly maintained-equipment.
- Billing under this schedule will commonce upon the installation and completion of the required inspections of the load management againment.
- If a participant has multiple units of central air conditioning equipment, then all must be connected with lead management equipment to qualify for the Monthly Bill Credit. In such circumstances, total tons of occling equipment will be used to determine the total Monthly Bill Credit.
- 4. Installation of the Company's load management equipment in the participant's facility is the sele responsibility of a licensed, independent contractor or Company representative. The participant agrees that the Company will not be leable for any damages or injuries that may occur as a result of the interruption or autoration of electric service pursuant to the terms of this Rate Schedule.
- If the Company determines that the participant no larger uses the equipment signed up for the Program, or the equipment is disconnected or not communicating, then the Company shall discontinue service under this schedule and has the right, at the Company's sole discretion, to remove the associated load management equipment.
- 6. The participant is required to give the Company and the licensed, independent contractor reasonable access for installing, maintaining, testing and removing the Company's load management equipment, and for verifying that the equipment effectively controls the participant's equipment as intended by this Rate Schedule. Future to provide access will result in the termination of participation until such access (egenated.)
- 7. If the Company determines that the effect of equipment interruptions has been offset by the participant's use of supplementary or alternative electrical equipment, then service under this schedule may be discontinued and the participant may be billed for all prior Monthly Bill Credits received by the participant from an established date upon which supplementary or alternative electrois equipment was used. If such a date cannot be established, then rebilling shall be for the Monthly Bill Credits received by the participant for the lesser of the number of normal receiving service under this Rate Schedule or the provious twelve (12) months. The participant will be ineligible to participant in the program for twelve (12) months from the time their participation was terminated.
- 8 If the Company determines that its load management experience on the participant's promises has been rendered ineffective by the use of mechanical, electrical or other devices, disconnection or other interfaceal actions ("tempering") by the participant, then the Company may discontinue their participation in the program and bill for all expenses involved in nanowal of the load management experience, plus applicable investigative charges. The Company may rebill all prior Monthly Bill Croftin received by the participant from an established tempering date. If such a date cannot be established, then rebilling shall be for the Monthly Bill Croftin received by the participant for the leaser of the manager of months receiving service under this Rate Schedule or the provious readout (17) months. If the Company temminates the participant, then they will be ineligible to participate in the program for twelve (17) months than their participation was terminated.

Issued by: Tiffany Coben, Director, Rates and Tariffs

Effective: July 7, 2020

Thirteenth Revised Sheet No. 8.120 Cancels Twelfth Revised Sheet No. 8.120

# NON-STANDARD METER RIDER -NSMR (OPTIONAL)

# RIDER: NSMR.

# AVAILABLE:

In all areas served.

### APPLICATION

This Rider is available to customers who elect non-standard non-communicating under service in fieu of the standard communicating smart meter service ("Ope-Out Costemer"). This is an optional Rider available to customers served under a standard or optional rate schedule for which a communicating smart meter is the standard meter service. Customers who full to provide reservable access to premises, to permit replacement of the non-standard non-communicating meter with a standard communicating smart meter, or otherwise provint replacement of the non-standard non-communicating meter with a standard communicating smart meter shall be deemed to have decided to lake service under Rider NSMR, provided they are not probabilist from doing so pursuant to the "Limitation of Service" provision of this NSMR. Service under this schedule shall be provided with a new-communicating meter of the Company's choice.

### SERVICE

The same as that specified in the Opt-Out Customer's otherwise applicable rate schedule.

### LIMITATION OF SERVICE:

This Rider is available to continues who have not lampered with the electric moter service or used service in a fluidalist or annufactized manner. Additionally, any Customer who has refused or currently refuses to provide safe and reasonable access to their promises to FPL, its employee, or its authorized agents, or has committed an act of violence or threatened an act of violence against FPL, its amployee, or its authorized agents, will be based from untially electing to take service pursuant to this Rider. Any Customer currently taking service pursuant to this Rider who tampers with the electric mater or uses service in a fluidatent or unauthorized material provides and and reasonable access to their permisses to FPL, its employee, or its authorized agents, commits an act of violence or fluidates against FPL, its employee, or its authorized agents, will no longer by eligible to take service pursuant to this Rider.

### CHARGES

All charges and provisions of the Opt-Out Customer's otherwise applicable rate schedule shall apply. In addition, customers who electsorvice under this Richer will be charged an Enrollment For and a recurring Monthly Sundange. The Enrollment For consists of an initial lump-sum posturest.

Enrollment Fee: \$89.00 Monthly Surcharge: \$13.00

# TERM OF SERVICE

Not less than one (1) billing period.

# SPECIAL PROVISIONS

Customers otherwise aligible at premises where FPL has intended to deploy smart meters who have not received a smart meter and have (a) servedy enrolled in the NSMR program during the amellment period and have been deemed to have elected to take the non-standard service useder the optional rate, will have a grace period of 45 days following the initial billing of NSMR charges to contact FPL sequesting cancellation of service under NSMR and accept installation of a standard communicating meter. NSMR charges that have been billial Directional Fer and Morthly Surcharge) will be waived after installation of the standard communicating meter made.

A replacement for a new stocked meter may not be smallly evaluable should one copies maintenance. Service cooker this Ricke may require the temporary installation of a standard communicating meter in order to maintain electric service to the premise. Under normal operating-conditions the tase of a temporary standard meter should not exceed one full billing period. If the continuer who is taking service paramet to the NSMR tariff is required to have the standard meter for more than one full billing cycle, FPL will asspend the Monthly Sandarge until a non-standard meter is metalled.

Customers taking service under this Riche relocating to a new premise who wish to continue service under NSMR are required to request new service under the Richer including payment of the Eurodinson Fee at the new premise. Customers who cancel service under this Richer and then later re-enroll for this services at any location would also be required to submit another Eurodinson Fee.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

(Continued from Sheet No. 8.120)
RULES AND REGULATIONS  Newton under this Rides is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rides 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 Rides and Regulations for Electric Service" the provision of this schedule shall apply.

Original Sheet No. 8.120.1

Twenty Hard on the Revised Sheet No. 8.122 Cancels Twenty-Seem Third Revised Sheet No. 8.122

# GENERAL SERVICE CONSTANT USAGE

# RATE SCHEDULE: CACU-

# AVAILABLE-

In all unasserved

# AFFLICATION.

Available to General Sproce - Non Demand customers that maintain a relatively constant it Wn usage, and a demand of tess than 25 kW. Eligibility in control to General Service customers whose Maximum &WittPer Service Day, over the current and prior 25 scribbs, is within 5% of their average monthly kWh per service days calculated over the some 24 month period. This is an optional floor Schedule wailable to General Service customers upon request.

# SERVICE

Single phase, (6) heate and at any ayasably estanded distribution voltage. Result of service is not permitted becounder.

# MONTHLY RATE:

Blue Chargo

\$46-25(72)

Non-Fuel Energy Charges

Base Energy Charge

Author Says per Consum Coase EWh

Sakhisonal Charges

See Hilling Adjournments sortion. Super No. 8 (30), for additional applicable charge-

# TERM OF SERVICE.

Not less than one (1) billing period.

# DEFENITIONS:

kWh Per Service Day - the total kWh in billing month divided by the number of days in the billing month.

Maximum kWh Per Service Day - the highest kWh Per Service Day experienced over the current and prior 23 month

billing periods Constant Usage kWh. the Maximum kWh For Service Day multiplied by the number of service days in the

stereof billing pount.

(Communication Street # 123)

Original Sheet No. 8.123

(Continued from Short 8.122)

# SPECIAL PROVISIONS:

Should the customer's Maximum kWh Fer Service Day exceed 105% of the average of the monthly kWh per service days calculated over the same 24-worth period, the account will be transferred and billed under the GS-I Rate Schedule.

# RULES AND REGULATIONS

Service under this Rate 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

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

Fifty-Tighth Shifts Revised Short No. 8 201 Cancels Fifty Seventh Tighth Revised Short No. 8 201

# KESIDENTIAL SERVICE

# MADE SCHOOL US-1

# AVAILABLE

In all seas served.

# MPLICATION

For service for all discounts purposes in individually metrical dwelling wass and in displaces and triplaces, including the separately-metrical non-communical facilities of a residencial Customer (i.e., gauges, water pumps, etc.). Also for solver to commonly-extend facilities of condominates, ecoporative and homogeneous assessment as set forth on Short No. 8.211. Rider CV.

# SERVICE

Single phase, of hertz at available standard distribution voltage. These phase service may be farmined but only under special strangements. All residential service required on the premises by Customer shall be supplied through one meter. Reside of service is not permitted becomes:

# MONTHLY RATE.

Hand Chargle

SECUL OF

Non-Fuel Charges.

Base Energy Chargo:

Faut 1,000 kWh All additional kWh 0.0837,1182 perkWh 3.6837,1182 perkWh

Additional Charges

Residential Lond Miningerorii Fragum (il applicable). See Sheet No. 8/217 See Hilling, Adjustments section, Sheet No. 8/190, for additional applicable charges

Minimum

EX (V) and Platting recognized for a consistency of the SES (10) and the S

# TERM OF SERVICE

Not less than one (1) billing period

# RULES AND REGULATIONS.

Service under this actionals is subject to anties of governmental because twing paradiction and to the currently effective "General Rides and Regulations for Electric Service" on the with the Florida Public Service Commission. In case of conflict, between any provisions of this admits and mid "General Rules and Regulations for Electric Service" the provision of this school that apply

First Revised Sheet No. 8.202 Cancels Original Sheet No. 8.202

# RESIDENTIAL/COMMERCIAL FIXED RATE

# RATE SCHEDULE: FLAT-1

# AVAILABLE

In all areas served. Available to existing Fixed Rate customers in the former Gulf Power service area as of January 1, 2022. Will be available to all new enrollments once billing modifications are complete.

### APPLICATION.

To customers in good credit standing, who have valid billing information for service pursuant to either Rate Schedule RS-1 or Rate Schedule GS-1 at their current premise for the twelve-month period immediately preceding the offer, excluding temporary service, are eligible to request the FLAT-1 rate.

# SERVICE:

Single phase, 60 hertz at available standard distribution voltage. Three phase service may be furnished but only under special arrangements. All service required on the premises by Customer shall be supplied through one meter. Resule of service is not permitted hereunder. Customers with multiple meters on one account or who subscribe to the Non-Standard Meter Rider are not eligible. Customers may not participate in both Food Rate and Eudget Billing.

# BILL FORMULA:

Annual Bill = Estimated Annual Base Charge = {[Fistimated Annual kWh X (Estimated Energy cents/kWh + Estimated Billing Adjustments cents/kWh] X (1 + Risk Addet)}

Each Customer's annual hill is specific, or unsque, to that customer.

Monthly Bill - Annual Bill / 12

The Company periodically reviews the routes by which customers' meters are read to ensure they are in line with traffic patterns and efficiency goals. If a customer's neighborhood is reviewed, the date on which the customer's meter is read may change. Should this happen, the customer may see an adjustment in the Fixed Rate amount for the next billing period. This adjustment only reflects a change in the number of days in this billing period and the customer will continue to receive the customer's regular Fixed Rate amount after this adjusted billing.

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges that would be applicable for service taken under Rate Schedule RS-I or Rate Schedule GS-I.

# DEFINITIONS:

Estimated Annual Base Charge — The estimated monthly customer charge for Rate Schedule RS-1 or Rate Schedule GS-1, as applicable, multiplied by 12.

Estimated Annual kWh - Customer's expected annual energy consumption is calculated based on the customer's historical metered usage adjusted for normal weather and consumption changes in customer behavior.

Estimated Energy cents/kWh - The estimated base rate energy charges for Rate Schedule RS-1 or Rate Schedule GS-1, as applicable.

Estimated Billing Adjustments cents/kWh – Estimated Hilling Adjustment Clause and Storm charges for Rate Schedule RS-1 or Rate Schedule GS-1, as applicable.

(Continued on Short No. 8 202.1)

Original Sheet No. 8.202.1

(Continued from Sheet No.8 202)

# DEFINITIONS (Continued):

Risk Adder – The adder is used to compensate the Company for the risk associated with weather-related consumption as well as the risk associated with the non-weather impacts. This adder will not exceed 5%.

Normal Weather - Based on seasonal heating degree-days and cooling degree-days.

Applicable Removal Charges - Any difference between actual usage billed on Rate Schedule RS-1 or Rate Schedule GS-1, as applicable, and the amount collected under Fixed Rate

# TERM OF CONTRACT:

Service under this schedule shall be for a period of not less than one year.

All eligible Fixed Rate offers will be updated with their previous year consumption, and contracts will automatically renew for the following year, unless the outcomer notifies the company otherwise.

A customer who withdraws from the program prior to the end of the 12-month contract period, Applicable Removal Charges will apply.

If a participating customer moves from their current residence before the 12 month Service Agreement period expires, Applicable Removal Charges will apply.

If a customer becomes delinquent in a Fixed Rate payment, the Company will follow standard procedures for Standard Residential Tariff customers: If the customer is disconnected for nonpayment, the customer will be removed from the Fixed Rate program and Applicable Removal Charges will apply

The Company reserves the right to terminate the customer's Fixed Rate program Service Agreement if the customer's total Actual linergy Usage exceeds their Total Estimated Fixed Rate kWh Usage by at least 30% for at least three consecutive months. If the customer is removed from the Fixed Rate program due to excessive usage, Applicable Removal Charges will apply. The Company will notify the customer in advance if they are at risk of being removed from the program due to excessive usage.

The Company shall have the discretion to waive any of the foregoing charges that would otherwise apply as a consequence of significant damage to a Fixed Rate customer's premise caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

# DEPOSET

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

# 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.

Thirteenth Parteenth Revised Sheet No. 8.203 Cancels Twellish Thirteenth Revised Sheet No. 8.203

# RENDENTIAL TIME OF USE RILLER WIR-L (CPHONAL)

# AUDEN: STR-1

# AVAILABLE

in all areas served

# APPLEZATION.

For service for all domestic purposes in nutrialially metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-ownedfacilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8-211, Rider CU. This is an optional rider available to residential customers served under the RS-1 Rate Schedule subject to availability of meters. Customers taking service under RTR-1 are not eligible for service under Rate Schedule ROC.

# SERVICE

Single phase, 60 hertz at available standard distribution voltage. Three phase may be supplied but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resalt of service is not permitted hereuraler.

Initial service under this rate schedule shall begin on the first scheduled meter reading date following the installation of the time of use meter. The Customer's first bill will reflect the lesser of the charges under Rate Schedule RS-1 or RTR-1.

# MONTHLY RATE.

All rates and charges under Rate Schodule RS-1 shall apply. In addition, the KTR-1 Have Energy and Fuel Charges and. Creden Billing Adjustments applicable to on and off peak usage shall apply:

Flase Charge

\$6,000.53

KTR Base linergy Charges Credits

Base Energy Charge

On-Peak Périod 12/044) 2 305c perkWh (A-DATE 595)c perkWh

Additional Charges/Credits

See Billing Adjustments sestion, Short No. 8 (18), for additional applicable charges

Minimum

\$25.00 mm fallow continuous for the standard supplies

# RATING PERIODS

On-Peak

November 1 through Much 31 behindays through bridge during the from 6 mm 6 mm EST to 10 mm EST and 6 pm EST to 10 pm EST exchaling Thinking they. Currentee Usy, and New York Day.

April 1. through October 31: Mendays through Fridays design the Investigan 12 novel 887 to 9 p.m. EST excluding. Memorial Day, Independence Day, and Labor Day.

DB-Peak

All other hours.

(Covernal or Sheet No. 8, 304)

First Revised Sheet No. 8.204 Cancel Original Sheet No. 8.204

(Continued from Sheet No. 8 203)

# TERM OF SERVICE.

Initial service under this rate schedule shall be not less than one (1) billing period. Customer has the option to return to billing, under Rate RS-1 upon request. However, a contract for not less than one year shall be required to renew RTR-1 billing if this option is exercised. Customer may fulfill this contract by paying to the Company the remaining differential in the Base Charge on Rate Schedules RS-1 and RTR-1 for the balance of the 12-month contract period. This payment may either be in a lamp sum or spread over the remaining months in the contract period.

# 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Third Revised Sheet No. 8.211 Cancels Second Revised Sheet No. 8.211

# COMMON USE FACILITIES - RIDER CU

# AVAILABILITY

In all weas served.

# APPLICATION:

To provide for the application of residential rates for energy used in the common elements of residential condemniums, residential cooperatives, as well as the common areas of residential homeowners' associations.

# LIMITATION OF SERVICE

The Costomer must demonstrate to the Company compliance with the Sollowing oriente.

# Condominium and Cooperatives:

100% of the energy is used exclusively for the co-owners' benefit.

Note of the energy is used in any endeavor which sells or tents a commodity or provides a service for a fee.

Each point of service is separately metered and billed.

A responsible legal entity is established as the customer to whom the Company can render its bills, and receive payment for said

# Homeowners' Associations:

100% of the energy is used exclusively for the number homeowners' benefit.

Notic of the energy is used in any endeavor which sells or sents a commodity or provides a service for a fee.

Each point of service is separately metered and billed.

A responsible legal critity is established as the customer to whom the Company can render its bills, and receive payment for said service.

Mambership in the homeowners' association which controls and operates the common facilities is required as a condition of property ownership in the subdivision, and such requirement arises from mitrictions of record which are set out or incorporated by inference on each member homeowner's deed.

Such restrictions require each member homeowner to pay his her proportionate share of the costs of operating and maintaining the common facilities. This obliquation to pay must be enforceable by placement of a lien on the member homeowner's property and by foraclostate for non-payment of such liens.

The homeowness associations are comprised of persons owning configurate lots in a planted development, and the contractly owned facilities are located within the development.

# BULES AND REGULATIONS:

Service under this rider is subject to orders of governmental bodies having jurisdiction and to the cornerity effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Communion. In case of conflict between any provision of this rider and said "General Rules and Regulations for Electric Service", the provision of this rider shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Cancels Original Sheet No. 8213

### RESIDENTIAL DISCURSIC VERSON ECHARGENCI SERVICES SILES SILOT COPTENALO

# #ACE SUREDULE: #8-1EV

# AVAILABLE:

In all territory served. This optional halo ("Rates") is available on a visitative of an absolute in indicate in the control of the control o

# APPLICATION:

Service in provided through the installation of Equipment by the Company at the Customer's premise in accordance with Scope of Services set forth in the Agreement. The Customer will have the option to select a Full Installation or Equipment Only Installation Service officing.

# LIMITATION OF SERVICE:

Installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and will continue to be, accessible and viable. Service shall be limited to Customers with no delinquent balances with the Company that own and reside in a single-family home or townform with an attached gatage that is a primise already being served at the RS-1 rate schedule. The Company will own, operate and maintain the Equipment for the team of the Agreement. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment.

# MONTHLY SERVICE PAYMENT:

The Company will design procure, install, own, operate, and provide maintenance to the Equipment included in the Monthly Service Payment. The Monthly Service Payment under this Rides is to addition to the constity follow distinctured under the Cristome's observing applicable rate of public and any other approach observe. The Contorner will have the operation observe that installation or Equipment Only Installation Service observe they the corresponding installation cross are metabled as part of the Monthly Programs Charge. The total Monthly Service Payment to again to the usual Monthly Programs Charge + Monthly 1967 Peak France Charge as follows:

	Feli intalishes	Equipment DWy Installation
Strettly Fyogram Charge	\$25.57	538 ()
Mountaly Off-Pools Energy Charges	\$42-73) 711	514-7(178)
Total Monthly Survins Payment	\$49,4439.19	11.1611.148

For every confunctionary his electric values charging, the following classes entirely shall exply:

EV Energy Charges Coulds Energy Charge On Peak Period - USFPeak Period

(Communication No. 3.2) ()

Jesural by: Lillany Cohen, Semin Director, Regulatory Rates, Cost of Service and Systems Effective January 4, 2022.

Original Sheet No. 8.214

# (Continued from Sheet No. 8.213)

# RATING PERIOD:

On Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thurse-griving Day, Christmas Day, and New Year's Day.

April 1 formult October 31: Mondays through Fridays during the hours from 12 noon EST to 9 p.m. EST excluding Memorial Day, Independence Ony, and Labor Day.

Off-Peak

All other hours.

### METERING:

Sub-motering at the Level 2 charger shall be performed thereby allowing the Company to perform the electric vehicle charging and all other usage billing calculations in accordance with the applicable monthly rates.

# TERM OF SERVICE:

The term of Service will be set firth in the Agramment. At the end of the term of Service, the ownership of the Equipment shall transfer to the Customer.

# PROVISIONS FOR EARLY TERMINATION:

Customer has the right to terminate the Agreement for its convenience upon written notice to Company on at least thirty (30) days prior notice. Termination for will be unressed in accordance with the Agreement.

# RULES AND REGULATIONS:

Service under this Rider is subject to orders of governmental bodies having paradiction 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 Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 8.217 Cancels First Revised Sheet No. 8.217

# RESIDENTIAL LOAD MANAGEMENT PROGRAM (RESIDENTIAL ON CALL® PROGRAM)

# RATE SCHEDULE: ROC

# AVAILABLE:

Available only within the geographic arms served by the Company's Loud Management System.

# APPLICATION:

To oustomers secriving service under Rate Schedule RS-1 who elect to participate in this program and who stilling central electric air conditioning.

The following electric appliances are digible central air conditioners, central heaters, conventional water heaters (eachides tankless/instantaneous, solar, heat pump, and heat recovery unit water heaters), and ownering pool pumps. All new program perioquants as of October 31, 2020 must include central electric air conditioners. If the participant's system also has a central electric heater, this must also be included. Included included water heaters and swimming pool pumps is optional. Prior program participants' appliance selections and digibility requirements remain unchanged. Periorpants who exit the program and later rejoin will be subject to the participation requirements in effect at their time.

This Rate Schoolde is not applicable for service to commonly-owned facilities of condominum, occipantive or homoowners' associations.

# SERVICE

The same as specified in Rate Schedule RS-1.

# LIMITATION OF SERVICE

The same as specified in Rate Schedule RS-1. Participant's piermise must be occupied for at least 9 months of the year. The participant-sulcoted electrical appliances shall be interrupted at the option of the Company by monte of lead management equipment installed at the participant's premise.

# TERMAN SERVICE

A participant may change (i) their interruption option (from Cycle to Shod only), (ii) the selection of applicances, or (iii) discontinual service under this Rate Schedule by giving the Company seven (7) days advance notice. If the participant sequents to have one or more applicances removed from participation or the program, such applicance(s) will be inedgeble to re-participate again for one year (12 months) from the time participation ended.

# MONTHLY BILL CREDIT

Participants receiving service under this Rate Schedule will receive a Monthly Bill Credit as follows:

Appliance	Applicability	Monthly Bill Credit
Central Electric Air Conditioner	Agel - October	\$6.00
Central Electric Heater	November - March	\$2.75
Conventional Electric Water Heater	Year-Round	\$1.50
Seamning Pool Pamp	-Year-Roand	\$1.50
Prior Forticipants Only (Cycling)  Central Electric Air Conditioner	April – October	\$3.00
- Central Electric Histor	Newternbox - March	\$2.00

The total Monthly Bill Credit shall not exceed 40 percent of the Bate Schodule RS-1 "Base Energy Charge" actually incurred for the month (if the Budget Billing Plan is selected, actual energy charges will be utilized in the calculations, not the levelized charges) and no could will be applied to reduce the minimum bill specified on Rate Schodule RS-1.

(Continued on Sheet No. 8 218)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: July 7, 2020.

Third Revised Sheet No. 8.218 Cancels Second Revised Sheet No. 8.218

### (Commund from Short No. B.217)

# INTERRUPTION SCHEDULE:

Appliance	Interruption Schedule
Central Electric Air Conditioner	Up to 180 minutes per day
Central Electric Space Heater	Up to 180 moustes per day
Convention Electric, Water Heater	Up to 240 minstes per day:
Swimming Pool Party	Up to 249 minutes per day
Prior Perticipants Only (Cycling Only) - Central Electric Air Conditioner	15 minutes per 30-minute period/ correlative interruption up to 199 minutes per day.  If unable to provide sufficient demand reduction to overt an emergency situation, may increase to 17.5 minutes per 30-minute period / cumulative interruption up to 210 minutes per day.
- Central Electric Space Heater	15 manutes per 30-manute period/communitive interruption up to 180 minutes per day

The limitations on interruptions shall not apply during emergencies on the Company's system or to interruptions caused by force majetare or other causes beyond the control of the Company. The Company at its discretion may also perform interruptions for readiness testing purposes.

# SPECIAL PROVISIONS

- The Company shall not install load management equipment if the installation cannot be economically justified for reasons such as excessive installation costs, oversize/burdenized heating or occling equipment or abnormal attitization of equipment; (including vacation or other limited occupancy residences).
- Ililing under this Rate Schedule will commence upon the installation and completion of required impections of the load management organisms.
- If a customer has multiple units of the same appliance type than at least two must be commeted with load stamagement expagnies to qualify for the Monthly Bill Credit attributable to that appliance type. In such circumstances, only a single Monthly Bill Credit for that appliance type will be applied per premise.
- Installation of the Company's load management equipment at the participant's premise is the sole responsibility of a licensed, independent contractor or Company representative. The participant agrees that the Company shall not be fisible for any damages or injuries that may occur as a result of the interruption or restoration of electric service parameter to the terms of this Rate Schedule.
- 5 If the Company determines that the participant no longer uses one or more of the appliances signed up for the program, or the equipment is disconnected or not communicating, then the Company shall discontinue the associated Monthly Bill Coolins and has the right, at the Company's sole discontion, to remove the associated lead management againment.
- 6. The participant is required to give the Company and the licensed, independent contractor reasonable access for installing, maintaining, testing and removing the Company's load management equipment, and for venifying that the equipment effectively controls the participant's applicances as intended by this Rate Scholule. Failure to provide access will result in the removal of the afflicted applicances from the program or full participation termination until such access is granted.
- 7. If the Company determines that the effect of equipment interruptions has been effect by the participant's use of supplementary or alternative electrical equipment, then service under this Rate Scheckile may be discontinued and the participant billed for all prior Monthly Bill Credit recovered under this Rate Scheckile form an established this upon which supplementary to alternative electrical apartment was used. If such a date carnot be established, then retailing shall be for the Monthly Bill Credits received by the participant for the lesses of the number of months receiving service studes this Rate Scheckile or the precious twelve (12) months. The participant will be inclusible to participate in the program for twelve (12) months from the time their participation was terminated.
- 8. If the Company datermines that its load management accupance at the participant's promise has been rendered ineffective by mechanical, electrical or other devices, disconnection or other intentional actions ("temperage") by the participant, then the Company may discontinue their participant on in the program and bill for all expenses involved in removal of the load management equipment, plus applicable investigative charges. The Company may robal all prior Monthly Bill Credits received by the participant from an established tempering date. If such a date cannot be established, then rebilling of the Monthly Bill Credits shall be for the loaser of the member of months receiving service maker than Rate Schedule or the provious molye (12) months. If the Company terminates the participant, then they will be ineligible to participate in the program for twelve (12) months from the time their participation was terminated.

Issued by: Tillany Cohen, Director, Rates and Torills

Effective: July 7, 2020

Thirty-Nanth or noth Revised Sheet No. 8.310 Cancels Thirty-Flighth Nighth Revised Sheet No. 8.310

# GENERAL SERVICE LARGE DEMAND

# RATE SCHOLLING CESTELL

# AVAILABLE

he all womserval.

# APPLICATION:

For electric service payabod for control service is industrial leafung, power and any other purpose to any Customer with a measured demand of at least 500 kW and less than 2,000 kW. Customers with demands of less than 500 kW may order an agreement for service and/or this Kain Schedule-based on a Domand Charge for a manifester of 500 kW.

# BUSINE

Single or their place, of furty and at any available mentant disciplination voltage, All service required on prevenue by Contenior shall be formed of formed in soil parents of businesses.

# MENTHLY RATE

Bur Charge

\$33.30PE-40

Domand Charges

Blee Desired Charges

\$17 WILLIO per KW of Demand

Sea-Feel Storgy Chargos:

How Energy Charge

1-84613556 per kWh

Additional Chiegos

See Billing Adjustments seption, Short No. 8 030, for additional applicable charges

Manman The Base Charge plus the charge for the currently effective Base Derment For those Charges with a Dammal of Jam than 500 kW who have entered an agreement for service wide this editable, the marinum charge shall be the Base Charge plus 500 kW areas the James Onnoval Charge, therefore the nonmanuscharge in Soci 12-12 (200) 00.

# DEMANDE

1

The Demand is the kW to the neurosi whole kW, as determined from the Company's matering equipment and systems, for the 30ments period of Costomer's greatest use during the mouth as adjusted for power factor.

# TERM OF SERVICE.

Not less than one year.

# BULES AND REGULATIONS.

Service under this schedule is subject to orders of governmental bodies having parisdiction and to the currently effective "General Rules and Regulations for Electric Service" on tile with the Florida Public Service Commission for the case of conflict between any provision of the schedule and with "General Rules and Regulations for Electric Service" the provision of the schedule shall apply

# First Revised Sheet No. 8,311 Cancels Original Sheet No. 8,311

# FLORIDA POWER & LIGHT COMPANY

# ELECTRIC VEHICLE CHARGING INFRASTRUCTURE RIDER TO GENERAL SERVICE LARGE DEMAND (OPTIONAL PILOT PROGRAM).

# RATE SCHEDULE: GSLD-1EV

# AVAILABLE:

In all areas served. Service under this rider shall terminate five years from January 1, 2021, unless extended by order of the Florida Public Service Commission ("FPSC"), or terminated earlier by the Company upon notice to the FPSC.

### ASSESSCATION:

For electric nervice required for the purpose of general service or industrial public electric vehicle charging with a measured demand of 500 kW and less than 2,000 kW. Eligible charging installations must be accessible to the public for commercial or general use.

# SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises for electric vehicle charging will be furnished through a dedicated meter.

# MONTHLY RATE:

All rates and charges under Rate Schedule GSLD-1 shall apply.

# DEMAND:

The Demand is the kW to the moment whole kW, as determined from the Company's matering equipment and systems, for the 30-minute period of Customer's greatest use during the month is adjusted for power factor. In no month, shall the billed demand be greater than the value in kW determined by dividing the kWh sales for the billing month by 75 hours per month.

# TERM OF SERVICE:

Not less than one year.

# 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.

Forty-First Funtantia Revised Sheet No. 8.320 Cancels Thirty-Namh Fortieth Brybed Sheet No. 8.320

### CENERAL SERVICE LABOR DEMAND - TIME OF USE (IDPTIONAL)

# BATE SCHEPARA (OSLDE-)

# ARABAMA

hall account of

# APPLICATION:

For electric service copared for general service or industrial lighting; power and any other purpose to any Cantonia with a measural demand of at least 500 kW and less than 2,000 kW. Contention with demands of the flow flow 500 kW easy or or or appeared for service under his aduction of on a Domaid Charge for a minimum of 500 kW. This is an optional one available to General Service Large Domaid. collection springs per subject to availability of memo-

### SERVEL

Single or three phase, 60 horte and at any available standard distribution voltage. All service required on promises by Contracts shall be family of flamight one mater. Reside of service is not permitted behander,

# MONTHLY RATE

These Charge:

\$89,000 60

Demost Charges

Base Demand Charges

\$4344(), ii) per kW of Densed occurring during the On-Fusk period.

Maximum Demand Charge:

52" 45 '92 per EW of Maximum Domand

Non-Fact Laugy Chieges Base Every Chape

On-Posk Paried Roles 2144 perkWh

Off-Frak Period 5-3281, 1134 per

PWP.

Addronal Chinges

See Billing Adjustments section. Sheet No. 8 (89), for additional applicable charges.

Minimum. The flase Charge plas the charge for currently effective three Distances. For those Continues with a Distance of him than 500 kW who have emerged as agreement for service make this schedule, the manufact charge shall be the flase Clarge plan 600 kW. times the Base Common Charge, Boreline the protection charge is \$6,100.326, 191.00

# RATING PEREXDS:

# On-Peak:

November 1 through Merch 31: Mendeys through Fridays during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST encloding Thinkagiving Day, Christmas Day, and New Your's Day.

April 1 Broads October 31: Mondays through Findays during the hours from 12 noon EST to 9 p.m. EST excluding Memoral Day. Independence Day, and Labor Day

All other brane

0/00mount my \$5pm 50 8 5711

Third Revised Sheet No. 8.321 Cancels Second Revised Sheet No. 8.321

(Command from Short No. 8 320)

# DEMAND

The Demand is the kW to the reserve whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

# MAXIMUM DEMAND:

Maximum Demand is the kW to the rescret whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Conforma's greatest use during the month as adjusted for power factor.

# TERM OF SERVICE

Not less than one year.

# RULES AND REGULATIONS

Service under this schedule is subject to orders of governmental bodies having priorition and to the currently officeive "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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Forty-Sound Chird Revised Sheet No. 8.330 Cancels Forty-HandSecond Revised Sheet No. 8.330

# CURTAINABLE SERVICE

(Cleud-Scholds)

# BATE-SCHEDULE CS.L.

# AVAILABLE

by all accordance of

# APPRICATION.

For any general service or unknown Carlower who qualifies for Rate Schedule CSLD-1 (500) W = 1,000 kW), will certain this December 200 kW or more upon vegees of the Carpary, then time to time, and are of hearings, 2018 was taking across or all the schedule. Commerce with demands of all least 200 kW had less than 500 kW may enter an agreement for stress under the fact behalds based on a Demand Charge for a remainment of 500 kW.

# SERVICE

Single or finne phase, no hear and at any contable sunder distribution voltage. All content steps on province by Camoner shall be familied through one motor. Reside of service is not permitted between

# MONTHLY KATE

Shee Charge \$1+1-1+118.20

Demant Charges

Base Demand charge \$43,5413 on per kW of Demand.

Non-Fiel Energy Charges

Base Energy Chargo 1-8-801 0552 per kWh.

Additional Clargos:

See follow Africations section, Story No. V. (190, for additional applicable charges

Management The Bases Change plot the change the the camerally effective Bases Demand. For those Continuous with a Demand of Tiest State 500 kW who have presented an agreement for vertice under this activities, the minimum change shall be the Base Change plus 500 kW times the Bases Continuous change, therefore the management Sacket 400 kB 22.

# CANCAUMENT CREDITS.

1

A country work of (\$2.452.20) per UV is allowed based on the cancer New Front Demand. The Continues has the option to cross the front Demand rose during the wind funder (12) morels proved. The output to the Toroi of Senters and/or the Previous for Early Termination, a charge to the Front Demand rate; be made provided that the replace also not decrease the total amount of Toroi Demand during the lawsy of (i) the surgings of the provious 12 months; or (ii) the surgings of the number of belong most incidental Europe Schedule.

# CHARGES FOR SON-COMPLIANCE OF CURTABASENT DEMAND

If the Costonia reports a higher Donnerl therap the current Catalinent Parasi from the Firm Donnerd, the Castonia will be:

- Restalled at \$1 +42,200 Kee the prior to months or the number of menths area the prior Containment Heriod, whichever is loss, and
- 2. Fillula panelly charge of \$3 ad 1 to \$2W for the corner words.

The AW and the Soft the retailing and peoply charge existing one Assument by taking the difference Subman the postures frames.

Assume the content Contributors Project and the First Demand for a Containing Ferrish.

(Continued in Short No 825) /

Issued by: Tilliany Cohen, Senior Director, Regulatory Rates. Cost of Service and Systems (Meetive: January 4, 2022)

Fifth Revised Sheet No. 8.331 Cancels Fourth Revised Sheet No. 8.331

#### (Continued from Sheet No. 8.330)

# PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS.

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:

- 1. Force Majorre events (see Definitions) which can be demonstrated to the uninfaction of the Company, or
- 2 maintanation of generation equipment which is performed at a pre-amaged time and date manually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load custalinent, or
- 3. an event affecting local, statu or national security.

If one or more of these exemptions apply, then the Charges for Non-Compliance of Curtailment Domainl will not apply. However, the Customer will be billed, in addition to the normal clasges provided hereunder, the greater of the Company's As-Available linguy cost, or the most expensive among (calculated on a cents per followshif-hour basis) that FPL is perchasing during that period. less the applicable fixed charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17-9825, F.A.C. If the Company determines that the Customer has stillned one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.

#### CURTAILMENT PERIOD

All hours established by the Company during a monthly billing period in which the Contorner is requested to contail Demand.

#### DEMAND

The Demand is the kW to the neuron whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

# DEFINITIONS:

### Force Majorn

For the purposes of this schedule Force Majeure means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such overto or circumstances may include acts of God, strikes, lockouts or other lathor deputes or difficulties, wars, blockades, insurrectors, note, environmental constraints lawfully imposed by foderal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

### Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

# Firm Densed

The electricised maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Custailment Period.

### CUSTOMER RESPONSIBILITY.

The Company will suspent the Customer to custail their load for a one-hour period, once per year, for testing purposes on the first Wednesday in November or, if not possible, at a mutually agreeable time and date, if the Customer's load has not been successfully curtailed during a custailment event in the previous twelve (12) months. Testing purposes include the Customer testing the custailable perion of their load to assure that it does not exceed their contracted firm damand level.

(Continued on Short No. 8 332)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Second Revised Sheet No. 8.332 Cancels First Revised Sheet No. 8.332

# (Continued from Sheet No. E.331)

#### TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service tender this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule schold there be decommutances under which the termination of the Customer's participation of the Company's offering of the Rate Schedule schodule of desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and he subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schodule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schodule or the Agricument for Custallable Service. Prior to any such termination, the Company shall notify the Customer at least namely (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schodule at the end of the 90-day notice period unless the Customer takes measures necessary to aliminate, to the Company's satisfaction, the compliance defliciencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refless or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schodule and bill the Customer under the otherwise applicable firm service rate schodule.

# PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than these (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to eogenerate to serve all of the previously custofied Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Custofield Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if.

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic conteffectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customer, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations absorber in the Company's service area), or a decision by the Customer to congenerate to service all of the provincedy certainable Domaind and to take interroptible standby service from the Company, or
- any other Customor(s) with demand curtailment equivalent to, or greater than, that of the existing Customor(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been mut and the new equivament Customor(s) is (are) available to porform demand curtailment.

(Continued on Short No. 8:333)

Issued by: Tiffuny Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Cantels Testilla Thirteenth Revised Sheet No. 8.333 Cantels Testilla Thirteenth Revised Sheet No. 8.333

(Commed from Sheet No. 8.332)

# PROVISIONS FOR BARLY TERMINATION (continue):

In the even the Chalcener polys the Charges for fourly Termandron because no explanement Communical is (also available or specified in purighph c, always has the replacement Conformer(s) down (do) become available within two law (12) months from the date of services on sortion that the Rate Schoolable from the date of services on the replacement Conformer will be refuseful all or part of the schoolable from the Conformer will be refuseful all or part of the schoolable from the Conformer will be refuseful all or part of the schoolable from the conformer will be refuseful all or part of the schoolable from the conformer will be refuseful all or part of the schoolable for part of the school

#### Charges for Early Termination:

#### In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service.
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system as those the regimite three (3) years advance written notice, or
- ii) the Customer transfers the auctivisible demand portion of the Customer's land to "First Demand" or so a form service rate schedule without growning at least three (3) years advance written notice.

### Hism the Visiomer will be

- 1 rebilled under the otherwise applicable from service rate schedule for the shorter of (a) the paser thiny-wise (36) months during which the Contonies was billed for service under this Rate Schedule, or (ii) the number of months the Contonies has been billed under this Rate Schedule, and
- 2. helled a penalty charge of \$4.46.) 44 per kW times the number of morths rebilled in No. 1 above times the highest custoffed Demand occurring during the current proofs or the prior thirty-six (26) months.

# RHILES AND REGULATIONS

Service under the Rule Schedule is subject to order of you encounted busines having purelless on oil to the convertly offsettors. "General Rules and Regulations for Electric Service" on file with the Electric Service Communication of conduct between any provision of this Rule Schedule and mid "General Rules and Regulations for Electric Service" was provision of this Rule Schedule and mid "General Rules and Regulations for Electric Service" was provision of this Rule Schedule with apply

Forty-biost<u>Second</u> Revised Sheet No. 8.349 Cannols Furtherh Frei v. Class Revised Sheet No. 8.340

#### (DRYALLARLE SERVICE - TIME OF THE (OPTIONAL) (Closel Schedule)

#### BAYE SCHEPELS: 75T-2

#### AVAILABLE

to all woo served.

# APPLICATION:

For any general service or inchannel Contorner who qualifies for Baile Schmidt (38.15-1 [500 kW = 1] 990 kW) will curred this Exement by 200 kW or mine require open request of the Company form time in time, and as of Juntary #, 2018 was taking coming present to this schedule. This is an opposed Rate Schoolide available to Carnellable General Service Contorners upon request. Contorners with demands of at least 200 kW tool less than 500 kW may criter as approper for a revision takes this Rate Schoolide based on a Demand Charge for a minimum of 500 kW.

# SERVER

Single or then place, for here and at any available distribution standard voltage. All survice experted on premises by Continues shall be flameshed through our state. Menale of service is self-permetted becoming

# MONTHLY RATE:

Best Charge: \$494.41(18.2)

Demed Charges

Here Demand Charge \$42.64(2.8) per kW of Domend occurring during the On-PenkPeriod.

Manimum Demont Charge, 44-240 To per LW of Manimum Personal.

Non-Fact Energy Charges De-Paul Period Unif-Ironic Period Laboratory Charges Laboratory C

Additional Charges:

See Billing Administrative section. Sheet No. 8.030, for whitehold opposite courges.

Management The Book Chatgo that the change for the currently effective flow Demand. For those Contention with a Demand of Test Sun 500 kW who have entered on approximation explicit this schools for management during shall be the Black Change pine 500 kW trees the Demand Charge, Continue the management design of \$4.00 for \$1.00 kW trees the Demand Charge, Continue the management design of \$4.00 for \$1.00 kW.

# RATING REPORTS

Cin-Pook

Scientifics & Hannich March 21. Moretayn through Firstleys though the terms from 6 a.m. EST to 10 a.m. EST and 0 p.m. EST to 10 p.m. EST cooleding Thinking young Play. Clipterma Lary, and New Yorks Day.

April 1 Technic Skipber 31. Mondays through Forkers through the bown from 12 payers ESF to 2 payer ESF molecular Day, and Lobertius.

(BEPink

All other books

(Comment of Street for 8:341).

Twentieth Tuenty First Revised Sheet No. 8.347 Cancels Sinstearth Toyotteth Revised Short No. 8.341

(Command from Short No. R. 1-E)

#### PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS.

When requested to cartail load, obstomers should reduce their load to door From Demond for the duration of the Curtailment Period, except undarthe following configure:

- Force Militage reports (see Defautions) which can be dispossed to the ameliation of the Company, or
- maintenance of generative apagement which is performed at a pre-amongst have such data centrality agreeable to the Company and the Contours and whole is precisary for the Contour's project extrator of lead surfadount, in
- an eyest affecting local, stars or national separty.

If one or now of those exemptions apply, then the charges for Noor-Complicate of Containers Dieseral will not apply. However, the Customer will be billed, in addition to the normal charges provided because, the genera of the Company's As-Available Energy uses, or the most composers energy icalculated on a comp per hill-west-from body that FPT, in parchasing change that period, less the applicable trial change. As Assimilate energy cost in the cost calculated We Schedule COG-1 on accordance with JPW-Rule 25-17 (RCS, T.A.). If the Company (Adomnius that the Cardenser has sufficient one of more of the exceptions above in an exception memory, the Company will sometrastic service rander this Page Schoolds.

#### CURTAILMENT CHEDITS

A recently credit of (\$2-142.29) per kW is allowed touch current Non-Time Demand. The Contenue has the region to revise the Figure Demand once storing the trend twelve (12) mostle period. Throuter, solved to the Form of Service and/or the Postsons for Early Termination, a marge to the Firm Demand may be made provided that the revision stors not decrease the total amount of Non-Firm Demand. during the leases of (ii) the everage of the provious 12 strenths; or (ii) the average of the trapher of billing months under the Faste Schedule.

CHARGES FOR MON-COMPLIANCE OF FURTABLARY DEMAND.

If the Contenue records a higher Dominal during the country containment period than the contracted maximum Acronni, then the Contenue.

- Rubilled in \$2.457.20 kW for the prior 35 morella or the market of morella uses the prior containment period, whenlesses in
- Billied's penulty charge of \$4.004 504 W for the current month.

The kW used for both the retricting, and penalty charge calculations is determined by taking the difference between the assumant during the current Curtailment Penalt and the Front Demand for a Custailment Penalt.

# LURYAR ARBOT PERSON

All levers established by the Company thing a secrebly billing period in which the Costomer is requested to oursal Demand.

# DEMAND.

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

Maxicoan Denutal is the kW to the nearest whole kW, as determined from the Company's motoring equipment and systems, for the 30minute period of Customer's greatest use during the month as adjusted for power factor.

### DEFINITIONS.

For the purposes of time-schedule Force Absorve mants-comes not within the temporal le-control of the Gestymer affected and not consedby the naphystate or lack of this disposes of the Character Such oversays constructed over may include acts of Carl, state, includes, incorrections, then, previously alternates have been been a definitely arguest by federal, state, or local governmental bodge, explosions, firm, floods, lightness, wind, accidents to exagenest or mechanics, or similar occurrences.

### New-From Demaid

The sustess Demandation the arrays of Farm Departs spended below

The contracted monapers demand level to which the Contemp operator certail as specified in the Contemps 5 Agreement for Containts Service. This is the measurement of the Commun's Domark has well be served sharing a Cartadium Fornal

(Contrassid on Sings No. 8.342)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 1651

First Revised Sheet No. 8.342 Cancels Original Sheet No. 8.342

(Continued from Short No. 8.341)

# TERM OF SERVICE.

During the first year of service under this Rate Schodule, the Customer will determine whether or not this program is appropriate for the Outcomer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company-will continue to provide and the Customer will continue to take service under this Rate Schodule for the left of the generating nut which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer's participation or the Company's efforting of the Rate Schodule students of curvamentances under which the termination of the Customer's participation or the Company's efforting of the Rate Schodule indexined.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer open written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three

(3) years written notice prior to assuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's feature to comply with the terms and conditions of this Rate Schedule or the Agreement for Custoliable Service. Prior to any such termination, the Company shall northly the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures recovery to eliminate, to the Company's satisfaction, the compliance deficiencism described by the Centpury. Notwithstanding the freegoing, if, at any time during the 90-day period, the Customer either refuses or fade to initiate und pursue corrective action, the Company shall be entitled to suspend forthwith the mostifity belling under this Rate Schedule and full the Customer under the otherwise applicable tirm service rate schedule.

# PROVISEINS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other endomers

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cognition to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may luminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination of

- it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the company cost-effectiveness of the Company's Cartallable Service Rate Schodule is in the best interests of the Contoner, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schodule is the result of either the Customer's causing operations at its facility (without continuing or establishing similar operations observing in the Company's service area), or a decision by the Customer to cognitize to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customeris) with demand curtailment equivalent to, or geneter than, that of the existing Customeris) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion. Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.343)

Issued by: Tilfany Cohen, Director, Rates and Tariffs

Effective: February 13, 2018

Emplify Linkscools Revised Sheet No. 8,343 Cancels Hawards I welffly Revised Sheet No. 8,343

(Commed from Sheet No. 8.342)

# (NOVINONS FOR BARLY TERMINATION (COMMISSION)

In the event the Chelumer pays line Charges for Early Termination because on (sphicement Customers) is (see) available as specified to paragraph c, showe but the replacement Customers) shows (do) become available within tisselve (12) months from the date of termination of service under 5 in Sale Schulule or FM. Inter deleans on that there is no need for the MW reduction in accordance with the FPS, Custalistic Rate Schedule, then the Customer will be reliabled all as part of the rebilling and possity in preparation in the aminer of MW ideas of the property less the additional cost incurred by the Company to serve those MW therag any Custalisment Persods which may occur before the replacement Customer(s) became available.

#### Charges for Early Termination:

### In the event that

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of sanilar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service.
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other cocumistation whose effect would be to increase from demand on the Company's (volume without the required time; (3) years advance written notice, or
- c) the Castomer transfers the curtailable demand portion of the Customer's load to "Fam Demand" of to a ferm service rate schedule without providing at least these (3) years advance written notice.

### they the Changers will be

- (ebilled under the otherwise applicable from service rate schedule for the shorter of (a) the prior thirtysix (36) prouds slowing which the Contorner was billed for service under this Rate Schedule, or (b) the number of morths the Contorner has been follow under this Blaz. Schedule, and
- 2 billed a penalty charge of \$1.501 H per kW times the number of months rehilled in No. 1 above sines the highest contailable Fernand occurring during the current month or the prior there, aix (36) months.

### BUILDS AND MEDICATIONS

di.

Service under this item Schedule is subject to (index of governmental badies having providential and to the connection of the resolution of the Connection of the Providential Service Commission to use of worther between any provision of this Kare Schedule and said "Orneral Rules and Regulations for Decision of the grows of the grows and this East Schedule shall apply

Issued by: Tiffany Cohen, Sentor Director, Regulatory Rates, Cast of Service and Systems Affective: January 1, 2012.

Caucels Thirty Fried Courth Revised Sheet No. 8.412

# CENERAL SERVICE LABOR DEMAND

# RATE SCHOOLS AND LOSS.

# AVAILABLE

Jis all assess hereof.

# APPLICATION:

For elastic arrived topared for governal arrives or inflamed lighting, power and are, other purpose to any Constraint with a monated destinated of 2,000 kW or more. Constraints with demands of last than 2,000 kW may differ an agreement for service sense this scholade based on a domand charge for a manufacture of 2,000 kW.

#### SHILVETE

Single or three place, 60 letter and at any available standard distribution voltage. All service registed on parameters by Continuer shall be flamilied through one meter. Reside of cervice is port permitted becoming

# MONTHLY RATE

Back Clarge.

GH44230.0F

Dismont Charges

Base Demond Charge

\$43.64) 1 65 per kW of Dominat

Non-Fact Energy Chargos

David Energy Chicago

and the backers

Additional Chargos

Sur Billing Adjustments section, Short No. 8 (190). Se withficeal applicable charges.

Minimum: The Baric Charge plan the charge for the concerns effective base Demand. For those Charge with a demand of less than 2,000 kW who color an agreement for service made this schedule, the noterman charge shall be the Base Charge plan 2,000 kW times the blase Demand Charge, therefore the nominum charge is \$24.000 keV times the blase Demand.

# DEMAND:

The Demand is the kW to the necess whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's genstest use their greatest as adjusted for power factor.

# TERM OF SERVICE:

Not less than one year.

# RULES AND RECELLATIONS:

Service under this schoolde is not governmental design become on to the expensity officers: "Changed Index and Regulations the United Service" on the total for the Archite Service Common in November of the Property of the Common in November of the property of the proper

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 1912

Fortieth Forty-First Revisal Sheet No. 8.426 Cancels Cineta Smith) serieth Revised Sheet No. 8.420

#### CENERAL SERVICE LARGE DEMAND / TIME OF LISE. VOPTRONALS:

# EATE SCHEDALE DISCOLO

# AVAILABLE

le ill issuesend

# APPLICATION.

For electric service required for general service or relating better, present and any other purpose to any Customer who has established a managed descript of 2,000 kW or more. Commany with demands of less than 2,000 kW may other un agramment for service under the schedule bised on a firmunal charge for a management of 2,000 kW.

#### SERVICE

Three places, 49 hirts, and its any available stimulant definitions vallage. All correct expected on promote by Costomer shall be harminal through one trans. Reside of service to not pressented becareing

#### MOSTHLY BATE

Base Clinter: ATMINISTED BY

Demest Charges

Base Demand Charge \$43430(2.99 per kW of Dimursk occurring thorng the On-Pask Person.

Maximum Demand Chierry \$6-440.62 per RW of Maximum Demand.

Non-Fuel Energy Charger Baw Energy Charge

On Find Period

3.5452 Tilly per kWS.

Off-Past Pated \$-244] 334c per LWh

Additional Charges:

See Hilling Adjormants source, Sheet Yor & OW, for additional applicable charges.

Manager The Base Charge place the charge for the convertly effective Place Demond For those Charge rate with a demond of Law than 2,000 kW who have entered an agreement for service tasker lies acholitic, the marrows charge shall be the Base Charge plus 2,000 kW sones the Base Damand Chargo, therefore the maximum charge is \$24,000.0426-256.87

# MATING PERIODS:

# Control

November 1 through March 31: Mondays through Fridays during the bown from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thanksgroug Day, Christmas Day, and New Yoar's Elay

Armil I through October 31: Mondays through Fridays throug the hours from 12 noon EST to 9 p.m. EST excluding Memorial Day. Independence Day, and Labor Day

OfFPak:

All other hears.

(Commutate Short No. 3 42) (

Issued by: Tiffuny Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective Amounty L 2022

Seventh Revised Sheet No. 8.421 Cancels Sixth Revised Sheet No. 8.421

(Continued from Sheet No. 8.420)

# DEMAND:

The Demand is the EW to the marrest whole EW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

# MAXIMUM DEMAND:

Maximum Demand is the kW to the meanest whole kW, as determined from the Company's metoting equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

### TERM OF SERVICE

Not less than oneyear.

# BULES AND REGULATIONS

Nervice under this schedule is subject to enters 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 Rides and Regulations for Electric Service" the provision of this schedule shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Cancels Twenty - Dorell worth Revised Sheet No. 8.425

Cancels Twenty - Dorell worth Revised Sheet No. 8.425

# HEART DAILT FACTOR - TOTAL OF USE

# BATE SCHEDULE HEAT

#### AVAILABLE

in all areas ucreat.

# APPLICATION.

For decine server required for persons server or undertail lighting power and any other persons with a managed Demand of 25 kW or many. This is an opposed one whether which have personnent thereby we reconsider the CST-1, CST-1, CST-1, CST-11, CS

#### SERVER

Single or three phase, 60 here and at any available standard distribution voltage. All service sequend on premises by Customer shall be flamished through one mater. Result of service is not permaned becoming:

# MONTHLY RATE:

Arisad Maximum Denniel	25-800 kW	MLFT-2 500-1,999kW	LEGG EW or groups
Base Chiepe	\$84 (7.90.5)	16233(80	\$240 m (250 AV
Dennid Charges. On-Pask Datased Charge	\$17.50[3.4]	\$12.32]4.30	31343/371
Manner Umand Charge	11407	4500007	85.00
Non-Earl Energy Charges			
On-Peak Penint per kWh Off-Peak Petrod per kWh	1-3-47 367±	1-1-32 250v 1-1-32 250v	solog of Be

### Additional Charges:

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges. Minimum Charge: The Bose Charge plus the currently effective Demand Charges.

# RATING PERIODS:

# On-Pook:

Neverplay 1 through March 21: Mondays through Fridays during the boars from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thanksgiving Day, Christmas Day, and New Year's Day

April 1 through (Nobley 3): Mondays through Finders during the boars from 12 moon EST to 9 pain EST excluding Monarch Lay, Independence Tay, well about they

# DEPIS.

All other hours.

(Cantinged in Short No. 8 (200)

First Revised Sheet No. 8.426 Cancels Original Sheet No. 8.426

(Continued from Sheet No. 8.425)

# MAXIMUM DEMAND

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-mente period of Castorna's greatest use during the month as adjusted the power factor.

#### ANNUAL MAXIMUM DEMAND:

Annual Maximum Demand is the highest monthly Maximum Demand recorded thiring the last 12 months.

# ON-PEAK DEMAND

On-Peak Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30 mainte period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

#### TERM OF SERVICE:

One year from the most recent Maximum Demond that qualifies for service under this Rate Schodule.

# BUILES: AND REGULATIONS:

Service under this Rate 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 provisions of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provisions of this Rate Schedule shall apply

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Thirty-SettleSeventh Heysted Short No. 8 432 Cancels Thirty-Fills Sixth Revised Short No. 8 432

#### CERTAILABLE SERVICE COPTIONALS (Classification)

#### BATESCHEDULE CD-2

#### AVAILABLE:

Real supported

# APPLICATION:

Fix any passed survice is substituted Contract when qualified for Nation Scientific CSLD-2 (2,000 kW and shows) will created by 200 kW as some upper request of the Company from time to fine, and or of namely 0, 2018 was subsign service parameters of the classical Contracts with describe of Loss than 2,000 kW may milet an Agreement for service make the substitute time A Demand Charge for a company of 2,000 kW.

# SORVEY

Singly or three place, 60 barts and at any available standard distribution voltage. All service regional on provious by Contenue shall be formated through one mater. Reside of service is not portated torousis.

#### MONTHLY KATE.

Base Charge: \$5945.30(8), (3)

Danual Chages

Base Oceand Charge: \$15.42 (1.65 per kW of Demand

Non-Fael Energy Chargon

Base Energy Charge Library 1936 per KWIs

### Additional Charges

See Billing Advantures section, Start No. 8050, 6x shifteend applicable charges

Margoner: The Biss Charge plus the charge for the committy effective Biss Formerd. For these Contents with a Demand of loss than 2,000 kW who exist an agreement for arrive under this schickle, the parisment charge that he the Basi Charge plus 2,000 kW transition between the Basic Charge plus 2,000 kW transition Biss Domand Charge, through the maximum charge is \$3,000 kW transition.

# CLUTTALALSI, CREDITS:

A merily train of (N=0, 1) per LW is allowed in the carnet Non-Franch The Contents has the epison is series the Euro Dominel ones during the notal feather (12) means period. Thousafter, subject to the Flore of Service and/or the Oscillator for Europe Flore Formation, a change to the Flore I meand may be made provided that the revision does not decrease the Mail assemble for Flore Flore Dominal during the Inner of (i) the sequence of the provided that the revision does not decrease the Mail assemble made that flore for the Inner of (ii) the sequence of the manther of billing metrils made that flore for the flore for the Inner of (ii) the sequence of the manther of billing metrils made

# CHARGES FOR NORKHWIRLIANCE OF CURTABLISHOP DEMAND.

If the Continue revenils a legiter Deposed during the current period than the Firm Demand, then the Continues will be

- Retailed at \$3.072.27.000 for the prior in exembs of the marker of months used the prior Camalinant Period, whetherer is less, with
- ! Unlied a possity charge of \$4-454.77 kW for the covered month.

The AW medity from the relating and prody charge calculation is decreased by taking the difference between the intercount Terminal Burning the countries of the statement from the countries of the statement from the stateme

(Continued on Mant No. 8 433)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Fourth Revised Sheet No. 8.433 Cancels Third Revised Sheet No. 8.433

(Continued from Short No. 8.432)

# PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to eartid lead, endomors should reface their lead to their Fern Damard for the danation of the Cartainness Period, except under the Sillowing conditions

- 1. Force Majorary events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- maintenance of generation ograpment which is performed at a pre-unranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of lead cartallment, or
- 3. un event affecting local, state or national acousty.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Contours will be billed, in addition to the normal charges provided horsender, the greater of the Company's As-Avadable Energy cost, or the most experience energy (calculated on a cents per followant-hour basis) that FPL is pseclasing during that period, less the applicable fine charge. As-Avadable Energy cost is the cost calculated for Schedule CCG-1 in accordance with FPSC Rule 25-17:0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive matter, the Company will terminate service under this Rule Schedule.

# CURTAILMENT PERIOD

All hours established by the Company during a monthly billing period in which the Customer is requested to cartail Domand.

### DEMANDS

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

# DEFINITIONS.

### Force Majeure

For the purposes of this schedule Force Majoure means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of dee difigence of the Customer. Such events or circumstances may include acts of God, strikes, locksouts or other labor disputes or difficulties, was, blocksdos, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

# Non-Firm Donard

The current Demand less the amount of Firm Demand specified below.

### Firm Demand

The contracted macround demand level to which the Customer agrees to custail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Custailment Period.

(Continued on Short No. R 434)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

First Revised Sheet No. 8.434 Cancels Original Sheet No. 8.434

(Continued from Sheet No. 8 433)

# TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be currentstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require these (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Conspany may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deliciencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to institute and pursue corrective action, the Company shall be entitled to suspend forthwith the morthly billing under this Rate Schedule and bill the Customer under the otherwise applicable farm service rate schedule.

# PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rehilled as specified in Charges for Early Termination if:

- it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Contemer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible attandby service from the Company, or
- c. uny other ('untomer(s)) with demand curtuilment equivalent to, or greater than, that of the existing ('untomer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement ('untomer(s)' is (are) available to perform demand curtailment.

(Continued on Sheet No. 8-435)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: February 13, 2018

Hartenikh warteenth Revised Short No. K 435 Campels Frantish Thirte carb Servised Short No. S. 435

(Continued from Steet No. 8.434)

### PROVINGING FOR EASILY TERMINATION (composed):

In the event the Customer pays the Charges for Burly Termination because in replacement Customer(i) in (we) wouldn't as specified in purispose a above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schoolale or VPL later determines that there is no roots for the VIII reduction in appealance with the FPL Custombile Rate Schoolale, then the Customer will be refunded all or part of the rebilling and perally in proportion to the amount of MW obtained to replace the list capacity less the additional cost incurred by the Company to serve those MW during any Customer Periods which may occur before the replacement Customer(s) became available.

### Charges for Early Termination:

#### In the event that

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service.
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - (ii) and other treamstances whose effect would be to increase film demand on the Company's system without the require three (3) years of varie written notice, or
- the Contemp transfers the manufable demand person of the Customer's built to "Furn Demand" or to a firm service rate schedule without providing at least three (3) years advance written nonce.

# then the Clustomer will be

- (ebsided under the otherwise applicable tinti service rate schedule for the aborter of (a) the prior thinty-arc (36) months throng which the Contoner was billed for service under this Role Schedule, or (b) the number of months the Contoner has been hilled under this Role Schedule, and
- belief a penalty charge of \$4.001.30 per kW times the number of months rehilled in No. 1 above times the both-of currant-life Demand occurring during the current month or the prior there are (16) months.

# RULES AND REGULATIONS

Service under this Rate Schedule is subject to order of governmental bodies having by indiction and to the committy effective "General Rules and Regularizate for Electric Service" on the was the Electric Service Committee that the Electric Service of the Rate Schedule and and "Ormenal Rules and Regularizate for Electric Service" on pice or an of mis Rate Schedule shall apply

Issued by: Tiffany Cohen, Seinor Director, Regulatory Rates, Cost of Service and Systems lifteribe: January 1, 2021

Forty-Fusi-Second Revised Street No. 8,440 Causely Ferticals arts First Revised Sheet No. 8,440

# CONTAILABLE DESCRIPTION OF USE

(Ekwaf&dinkde)

NATE SCHEDULE LOSS C

AVAILABLE

In all most torvist.

APPLICATION

For any ground service or inclusion (asserting one qualities by the Soterain OSLOT-1 (2.00) kW and above will consider the Dorsand by 200 kW or more open request of the Contigues from time to time and an of forward 9, 2018 was taking service parameter this schedule. Contigues with dominate of loss than 2,000 kW may order an appropriate for screen codes this schedule based on a Dorsand Charge for a minimum of 2,000 kW.

MENNET

Single of these phase, 65 byte and at any available similarly descharing relinge. All service repaired on permises by Costoner shall be forested through one more: Result of service to not permitted homenater.

MORTHLY RATE

Base Change

STATISTICS IS

Deniest Charges

Base Descrid Charge

\$12.62) 2.63 per FW of Denind security during the Co-Paul.

Period

Maximum Demand Charge:

\$5-0-00 or per EW of Maximum Dersons.

Non-Fact Plants Charges thee Energy Charges

Confinal Const

Off-Past Perusi and the periods

Additional Charges:

Sex falling Adjustments section, Short No. 8 030, for additional applicable charges

Supposes The blace Chargo plus the charge for the exercity effective itses Domaist. For those Charles with a Damard of loss time 2,000 kW who have extend an agreement for service order this solubide, the minimum image shall be the flow Chargo plus 2,000 kW times the Base Domaind Chargo, therefore the nonlinear charge in \$40-50 and 10 ft.

BATISC/PRODUCE.

1

On Bink

Scorpins 1 through March 31. Moreous through Festive during the boson from 0 a.m. ESE to 10 a.m. EST and 0 p.m. ESE to 10 p.m. ESE containing Thinkmorning Care. Challenger March Ling.

April 1 through Chrosco 21. Messen, a through Fridays driving the June 12 to on 151 to 5 p.m. 151 excludes bloomful Lay. Independence Ony, and Labor Cay.

CSFP-at-

All other boars

II Indianal net Share No. 6 (4) Y

Issued by: Fiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems (Ricifre: Jenuary 1, 2021)

Twenty Third Fourth Revised Sheet No. 8.441 Canarls Twenty Second Diard Revised Sheet No. 8.441

(Commod from Short No. E 440)

#### INDVESTOR FOR EXCRAY USE DURING CURTAILMENT PERIORS.

When respected to curried lend, contactors diversit socked then been from the stand for the diversity of the Contactors.

- Verot Klapeze regres (see Definitions) which can be disseasopated as the subdiction of the Company, in
- maintenance of generation apapeares which is preferred in a pre-tenanged time and that createdly agreeable to the European and the Continuer and which is revessory for the Contempor's implementation of lead cartainment, or
  - 5 on event offerting local, state or national security

If one or more of these exemptions upply, then the charges for Non-Compliance of Curtainment Dermant will not apply. However, the Contents will be belied, in subtract to the natural charges produced becoming, the greater of the Company's As-Available Energy vest, or the most expectable accuracy indicated on a const per followers based that FFI, is purchasing that in the approach less the applicable that shape. As-Available Energy test in the cost calculated for Schedule CVG-L or accordance onto FFEC table. 25-17-0925. F.A.C. If the Company determines that the Charges has indicated one of the purchase according to the contents that the Charges in the contents of the purchase according to the contents.

#### CURTAGAIENT CREDITS

A monthly country of \$10.000 (1) per kW is allowed based on the country him formed that the Construct has not option to transit the Fermi Demand oracs during the fermion while \$120 minute period. Thereafter subject to the Term of Service and/or the Presidence for Early Terminations, a change to the Perm Consent may be made provided that the revision does not decrease the total one and of West Franch Demand through the Immage of \$10 the average of the provises \$12 months, or (a) the average of the reservor of belong northin tender this time.

### TRABOUS FOR HOS-COMPLIANCE OF CURTAILMENT DEMAND.

If the Contener records a higher Distured sharing the current containment period than the Term Contend. Such the Contents well be:

- Robified at \$2.472\_21/4 Wife the prior Version of the regular of movies area the prior Contributed Version Machineria from add.
- Billed a penulty charme of \$4.42(7) kW for the current recess.

The EW world's both to reliable and possible charge colorifation to determined by bulling the difference for maximum Tarminil along the control Custodesest Ferred and the Farm Descend for a Corodinant Period.

### CURTAMAMENT PERIOD

All hours established by the Company during a monthly folling period in which the Contorner is requested to ourtsill Demand.

# DEMAND:

The Dursand is the kW to the nearest whole kW, as determined from the Company's moturing equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Frak periods during the month as adjusted for power factor.

# MAXIMUMIDEMAND

Maximum Demonia is the AW to the recept whole EW, as determined form the Company's rectinum equipment and systems, for the 80-minut, period of Conveyor's process (see during the amount as adjusted for power factor.

# DEFINITIONS

### Europ Massage

For the purposes of this schedule Force Wajeurs means cause, and within the restorable cosms of the Contains afforted and not caused by the implication of that of the deligence of the Contains may archeb and of that after a containing on the deligence of the containing most containing may archeb and of that after a price of the deligence of the

O'remember Short by 8-8721

Issued by: Tiffany Cohen, Semor Director, Repulatory Rates, Cost of Service and Systems lifteribe: January 1, 2021

Second Revised Sheet No. 8.442 Cancels First Sheet No. 8.442

(Continued from Sheet No. 8.441)

#### DEFINITIONS (continued):

#### Non-Firm Demod

The current Demand less the amount of Firm Demand specified below.

#### Don Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Customer's Downton. This is the maximum amount of the Customer's Downton that will be served during a Customer Period.

#### TERM OF SERVICE.

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avecaded by the rate. There is, however, a three-year termination notice provision which will allow either the Customer's the Company to terminate service under this Rate Schedule should there be encountances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall contains until terminated by either the Company or the Customer upon written notice given at least three (3) years prior to termination. Should a Customer terminate service or be removed by the Company and later desire to resente service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resenting service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Customer Service. Prior to any such termination, the Company shall be firstly the Customer at least mostly (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service order this Rate Schedule at the end of the 90-day notice period orders the Customer takes measures moreosary to climinate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend farthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

# PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other conference.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to orgenerate to serve all of the previously custualed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Custotlable Service by giving at Sout tharty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination of

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the company costs effectiveness of the Company's Costallable Service Rate Schodule is in the best interests of the Costoner, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schodule is the result of either the Customer's cooling operations at its facility (without continuing or establishing similar operations disewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or
- x. any other Castomer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

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

Effective: July 18, 2006

Hartweeth Surfaceth Revised Short No. 8,443 Courte Freditt Thirteenth Revised Short No. 8,443

# (Commondations Shire No. 8 442)

# PROVINCING FOR EARLY TERMINATION (continued):

In the event the Claste company the Chaiges in Early Terminatives because to represent the Customers (i.e. in ) averaged as specified as specified as producing a shore, but the replacement carbonium is (i.e.) because a waring a warre (i.e.) markly from the fall of termination of service under the fall of termination of service under the fall of termination of the fall of the

#### Charges for Early Termination:

#### In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Custemer's cutsting service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from outsilable demand to firm service.
  - i) at a diffirmal location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - sucher other circumstances whose effect would be to increase firm demand on the Company's system without the topicite three (3) years advance written notice, or
- the Customer transfers the curtificate demand portion of the Customer's load to "Firm Demand" or to a firm service rate who date without providing at least three (2) years of your errors in the

# then the Cockmen will be

- y full of motion the otherwise applicable for service rate scendule for the electer of (a) the poor triery sec.

  (36) security of the first the Community was fulfied for service mode the Rada Schadude or (b) the resident of recircles and Continues has been fulfied make that Rada Schadude and
- elled a penalty charge of \$1-50. 30 per LW times the complex of morning relative in the 1 above times the intries contailable Demand occurring maning the correct account to the prior thirty—in (36) more its

# RELESSAND RECALL ATTOMS.

Service under this Rate Schoolade as adopted to enters of governmental brokes having junctioning and to the marginity efficiency. "Content Ratios and Regulations for Electric Service" on Flavority the Periods Public Service Communication in some of conflict buryons and provisions of this train failuration and said "General Epilm and Englishment by Decree Service" the provisions of this Best Schoolade shall apply

bissed by: Tilling Cohen, Senior Director, Regulatory Plates, Cost of Service and Systems Effective, January 1, 2011

Forty Third Fourth Revised Sheet No. 8,542 Cancels Forty Seemal Third Revised Sheet No. 8,542

# CURTAILABILE SERVICE-TIME OF USE

(Closed Scholate)

#### SATE SCHOOL ST.

# AVAILABLE

do all assessment lie al.

# APPLICATION:

For any general service or incomend. Contents with qualifies for Schedule OSS,DF-3 will contail the Demont by 200 kW or more upon require of the Company from time to several law of languary 9, 2015 was taking service parameter to the schedule.

#### TENVER

Then place, of hert at the evaluatio transcomm voltage of 69 kV or higher. The Continues will provide and purchased functiones and related families to consider for harding and attituing the power and energy delivered becomish. All service required by the Common stack reports of delivery served becomes shall be function of theoretic at, or comprised by the armitable transposes voltage. Receive of service is not pomental becoming.

# WOSTHLY RATE:

hase Change

\$2,000,002,345,57

Demant Chapter

Wase Demant Charge

\$44010.77 per IW of Denneyl commun during the Ce-Pesi, Period.

Non-Paul Energy Chargest

On-Pask Ponce

Uff-Frak Poscol

Rase Energy Charge

a XXII II TO per EWb

same they perkals

Aldered Chapte

Socializing Advantures wison, Mem No. 80V), for additional applicable classics.

Manager. The Rose Charge you the charge for the currently effective Bose Demand.

# RATING PERSONS

# On-Peak

Neverther I through March 31. Moreleys through Fridays during the hours from 6 a.m. UST to 10 a.m. UST and 6 p.m. EST as 10 p.m. EST excluding Thirdsgiving Day. Christmas Day, and New York's Day.

April 1. thereigh Christop 31. Mondays through Fridays charing the hours from 12 noon EST to 9 p.m. EST excluding Momental Day, Independence Day, and Labor Day.

Offinals

All other boxes

A Common of Share Art 6,5-Oc.

Listed by: Tillary Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective, Amount 4, 2011

Twenty Fill City Revised Short No. 3.543 Cancels I wenty Fourth Oth Revised Short No. 3.543

(Costmard from Short No. 8 540)

# PROVISIONS FOR ENDOUGUSE DURING CURTARIAMENT PERIODS

When expended to cortai load, continues should exhact that load to then From Demard for the dansion of the continues. Period, except order the following conditions

- Force Mayner events (see Definitions) which can be demonstrated to the sanifaction of the Company, (if
- Improvement of personness operation is performed at a pro-structure and data remainly equivalent the Company and the Company and the Company for the Company for the Company and the Company for the Compan
- 3 an invest officing local, must or natural security

If one or more of these examples angly, then the charges for New-Coordinate of Constitute Descend will not apply However, the Contract will be billed, in addition to the normal charges provided horomoter, the greater of the Company's Associated for a certa per billow at hose base that NE, as particular than period, less the applicable for design AssArcalable Foreign cost is the oper calculated for Scharlet CXC I at accordance with EPSC Bulk 15-17-082A, F.A.C. If the Company determines dusting continuous distinct one or none of the computers above to an example transfer, the Company will imminist service to the Cost Schiedel.

#### CURTABAIENT CREDITS:

A monthly credit of (\$30=2,2%) per kW is allowed based on the current blood turn because the cuttoms has the option to revue the Form Damand oracs during the restal trooby (12) toward period. The tradition of forms of Service and/or the Provisions for Early Termination, a change to the Form Demand may be made provided that the revisions there are distributed in that arrows of New-Fried Demand through the lower of. (ii) the average of the provides 12 months, or (ii) the average of the resister of hilling months tarker this like Schedule.

# CHARGES FOR NON-COMPLIANCE OF CUREAUMENT DEMAND.

If the Contrast Coverb a higher Destand during the exceed Contained Proof than the Lam Destand, then the Contrast Will be

- Retained at \$4.00 L25AW for the prior 50 secrets on the samples of mends since the prior Curtailliness Period, whichers to less and
- 2 White prody starge of \$4.00 [ = 1/0] for the communication

The kW used for both the refulling and penalty charge calculations is determined by taking the difference between the impairment Demand sharing the current Camalineral Period and the Firm Demand for a Cartalineral Period.

# CURTAILMENT PERKID.

All loans established by the Company during a mouthly billing period in which the Customer is requised to certail Demand.

# DEMAND:

The Demand is the kW to the reseast whole kW, as determined from the Company's perforing operpresent and evidence. For the 30-montes period of Company's period of Com

(Command dot Short No. 8-344)

Issued by: Fiffany Cohen, Sensor Director, Regulatory Rates, Cost of Service and Systems Effective: Jenuary 1, 2021

Eleventh Revised Sheet No. 8.544 Cancels Tenth Revised Sheet No. 8.544

(Continued from Sheet No. 8.543)

#### DEFINITIONS:

#### Eccce.Majoute

For the purposes of this schedule Force Majetter trains causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due difference of the Customer. Such exerts or circumstances may include sets of God, strikes, lockeds or other labor disputes or difficulties, wars, blockades, interroctors, riots, environmental constrains lawfully imposed by federal, state, or local procummental bodies, explosions, fires, floods, lightning, wind, accedents to equipment or machinery, or similar occurrences.

#### Non-Firm Demuse

The current Demand less the amount of Firm Demand specifiedbelow

#### Firm Deman

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Domand that will be served during a Custailment Period.

#### TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and once request to soit the program subsect to the Provisions for Early Termination. It is intended that the Company will continue to provide, and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schoolale shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a form service option, transfers to a different non-firm service option with any increase in Firm Demand, or transfers of servy other reason shall require these (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service on be removed by the Company and later desire to resume service under this Rate Schoolale, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schoolale.

The Company may terminate service under this Rate Schedule at any time for the Customer's fading to comply with the terms and conditions of this Bate Schedule or the Agreement for Customer's fading to comply. The Company shall notify the Customer at last many (90) days in advance and describe the Customer's fading to comply. The Conquery may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures to eleminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer inflor refuses or fails to initiate and pursue corrective action, the Company shall be antified to suspend forthwith the mostily billing under the Rate Schedule and full the Customer angle the otherwise applicable fore service and schedule.

# PROVISIONS FOR EARLY TERMINATION.

Throughts, with less than those (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to organizate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terranate the Agreement for Curtailable Service by giving at least theiry (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if

- it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic costeffectiveness of the Company's Curtafable Service Rate Schedule is in the best interests of the Costomer, the Company and the Company's
  riber customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's coming operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to organizate to serve all of the previously carnibable Domand and to take interruptible standity service from the Company, or
- c. any other Customer(s) with demand custailment equivalent to, or greater than, that of the equing Customer(s) agror(s) to take service under this schedule and the MW demand custailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand-custailment.

Continued to Short No. 9 544 I

Issued by: Tiffany Cohen, Director, Rates and Turiffs

Effective: February 13, 2018

Uniterally out treath Revised Sheet No. 8,544.1 Cancels Twellin Darternils Revised Sheet No. 8,544.1

(Cremmad from Steep No. 6 34)

# PROVISIONSTON EARLY TERMINATION ION

In the event was a stormer pays the Charges for Early Commission in respectively a property of the Charges for Early Commission in the pays and the stormer of the expectation of the expectation of the expectation of the first Schedule or FFL later delarmous that then to be used for the MW industries in accordance with the FFL Cumulative Rate Schedule, then the Construct will be refunded at a part of the robility of possibly in preparation to the control of MW obtained to replace the best opposity has the address of the Computy to serve there MW through any Curtainment Periods which may occur before the replacement Customent is became available.

#### Charges for Early Termination:

# In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a sequest to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from custailable demand to firm service.
  - i) at a diffirmit location in the Company's service area, or
  - ii) under a different nume or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requeste three (3) years advance written notice, or
- (i) the Contenes transfers the executable demonstration of the Contenes's load to "From Demand" or to a firm screene estimated by investigation of feart three (3) Sports advance written in time.

# tion he Cooper will be

- oddfed water the observers approache first service one wholds for the shorter of (a) the promising sea (30) mortles during which the Contours was billed for service under the Rate Schudule, or (b) the number of reserve has been billed under this Nate Schedule, and
- I must a possity charge of \$6.000 per kW traces the number of mention retailed in No. 1 afters times the highest curtailable Comand occurring shares the current ments or the poor theory-sex (56) quents.

# RULES AND REGULATIONS

1

Service trader this Rate Schedule is subject to orders of government bodies having participate and to the internetly officiality. "General References for Electric Service" on file with the Florada Public Service (commission in case of conflict between any provision of this Rate Schedule and said "General References and Regulations for Electric Service" the provision of this bate Schedule shall apply

Cancels I must be best No. 8.545 Cancels I must be best Phieself Revised Sheet No. 8.545

# (CPTICNAL) (Copsil/schedule)

# HATE SCHEDULE, CST

### SYABABIL

in all more served.

# APPLICATION.

For any general scretce or indicated construct who spalefies for Rate Schedule (CSLD-) will consid this Demand by 100 kW or many approximate for the Company from time and as of humany 2, 2016 was falous service parameter to the schedule.

#### SERVICE

Theo phase, 60 facts at the available transmission collage of 69 UV or higher. The Cleanurs will provide and exaction all transformers and related facilities necessary for handling and utilizing the power and energy delivered handling. All service trapped by the Customer in male separate point of delivery served herounder shall be familiarly through one makes at, or compression to, the available transmission voltage. Results of service in not permitted incomes.

# AKONTHUV RATE

Book Charge: \$5,001,047,315.57

Demand Charges

Base Demant Charge Should be per kW in Demand.

Non-Faci Emercy Charges:

Base Grangy Character 4 1447 2 (Le per kWh

Additional Charges:

See Hilling Adjustments section; Short No. 8-530, for addressed applicable charges

Minimum Charge. The three Charge plus the charge for the sustently affective BaseDennish.

### CLIRTARIAMENT CHECKING

1

1

A mostly credit of (12-472.75) per kW is allowed based on the spirital Nov-Litra Demand. The Costomer has the option to revise the from Demand order during the right to the Costomer has the option to the from the formula for Early Termination, a classical the Providence for Early Termination, a classical to the Figs Demand may be made provided that the revision these per demands the local amount of Nov-Termination the beauty of the invested of the provided fluid the swinge of the imprise of falling angular fluid the Schedule.

# CHARGES FUR NOS-COMPLIANCE OF CURTAILMEST DEMAND-

If the Customer roots is a larger Departed design the queries Customer Percel from the First Durmant, then the Customer will be

- Rehabled at \$2.000\_25 kW for the price in country or the proofing of purelles were the price Curtisdened Prival, relaxingtor to lone, with
- 2. Tilliad a possibly charge of \$4.401 711 LW for the extraorments

The LW used for both the rebilling and presety charge calculations is determined by taking the difference between the parameter constitution Ferred and the Form Demand for a Containment Perred.

(Communities Shout No. 9.546)

Issued by: Effany Cobrn, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: Administ 1, 2012

Fourth Revised Sheet No. 8.546 Cancels Third Revised Sheet No. 8.546

(Continued from Sheet No. 8.545)

# PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to cartal lead, costomers should reduce their lead to their Firm Demand for the duration of the Custalment Period, except under the following conditions:

- 1. Force Majoure events (see Definitions) which can be demonstrated to the authorized of the Company, or
- maintenance of generation equipment which is performed at a pro-arranged time and date controlly agreeable to the Company and the Customer and which is necessary for the Customer's anglessentation of load outsilment or
- an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Cartalhumi Demand will not apply. However, the Customer will be hilled, in addition to the normal charges provided harcander, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a costs per kilowath-hose basis/that FPL is precising through that period, less the applicable for charge. As-Available Energy cost is the cost calculated for Schodole COG-1 in accordance with FPSC Rule 25-17/0025, F.A.C. If the Company determines that the Customer has added one or more of the exceptors above in an excessive manner, the Company will terminate service under this Rule Schodula.

#### CURTAILMENT PERIOD:

All house established by the Company during a monthly billing period is which the Costome is requested to carteil Desmand.

#### DEMAND

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Contomor's greatest use during the month as adjusted for power factor.

### DEFINITIONS:

# Force Majestor

For the purposes of this schedule Force Majoure means eauses not within the reasonable centrol of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockeds or other labor disputes or difficulties, wars, blockades, insurrections, rices, preferential economical lawfully imposed by federal, state, or local governmental bodies, explosions, fines, floods, lightning, wind, accidents to equipment or machinary, or similar occurrences.

# Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

### Erm Deme

The contracted amountum demand level to which the Customer's personal as specified in the Customer's Agreement for Cortainable Service. This is the precisions necessar of the Customer's Demand that will be served during a Customer's Period.

(Cretiman) on Short No. 8.547)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

First Revised Sheet No. 8.547 Cancels Original Sheet No. 8.547

(Continued from Sheet No. 8.546)

# TERM OF SERVICE.

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's fadure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least minety (90) days in advance and describe the Customer's fadure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to imitate and pursue corrective action, the Company shall be entitled to suspend furthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable farm service rate schedule.

### PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if

- a it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's coining operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtainable Demand and to take interruptible standby service from the Company, or
- c. sny other Customer(s) with demand ourtailment equivalent to, or greater than, that of the existing Customer(s) agree(x) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) unallable to perform demand curtailment.

(Continued on Short No. 8.548)

Issued by: Tiffany Cohen, Director, Rates and Tariffs

Effective: February 13, 2018

Thirteenth Instrumb Revised Sheet No. 8.548 Cancels Twelfild Thirteenth Revised Sheet No. 8.548

#### Compard from Steel No. 8-547)

# PROVINCES FOR EARLY TERMINATION (on the other

to the result to 1 arterior pays the Charges to 1 sty Termandure Seques no optionness Continues (a. to the replacement Continues), does (do) become artifable within twelve (12) months from the date of termination of service and this separate or (17), later determines that there is no possible or the separate or (17), later determines that there is no possible or the separate or the separate of the relationst properties in the separate of the relationst of the relationst parameter for the separate of the relationst parameter to determine of the separate of the relationst parameter to determine the separate of the relationst parameter to determine the separate of the relationst parameter to determine the separate of the relationst parameter than the

### Charges for Early Termination:

# by the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's costing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service.
  - i) at a different location in the Company's service area, or
  - 13) under a different name or different ownership, or
  - (iii) under other circumstances whose effect would be transpasse firm demand on the Company's system without the requisite three (3) years advance written notice, or
- 40 Outcome tourniers the custablete demand portion of the Custome's load to "From Demand" or to a farm service rate schoolse reflects providing at least these (I) years affecting written cretice.

# ther tile Flavorier will be

- printled under the observace applicable time service rate schedule for the shorter of (a) the prior that(i) are (50) months during which the Customer was tailed for service lander the Rate Schedule, or (ii) the number of months the Customer two term falled trader the state Schedule, and
- officed a penalty charge of \$4.500 d.j. per kW times the number of storeth a charged in No. 1 shows times the legitient cartailable Demand occurring charing the current month, or the poor thirty-sea (36) months.

# RULES AND REGULATIONS

Service make this Kein Schools is subject to enters of paymentumal bedies having paradiation and to the currently effective "General Roles and Regulations for Herdre Service" on the with the Florida Public Service Commission, In case of conflict herwice may provide of the Rate Schools and said "General Roles and Engalations for Electric Service" the provision of this Rate Schools shall apply

Issued by: Fiffany Cohen, Seiner Director, Regulatory Rates, Cost of Service and Systems Effective January 1, 2021

Thirty-SinthSeconth Revised Sheet No. 8,551 Cancels Thirty-Hilderigh Revised Sheet No. 8,551

# GENERAL SERVICE LABOR DEMAND

#### RATESCHEDULE GALDAS

# AVAILABLE

In all acts served.

# APPRICATION:

For service required for general service or inchantal lighters, power and any other program to any Cassenia whet has anyon supplied at a transmission voltage of ov EV orbitalists.

### SERVICE

Thrus place, 60 herte at the available transmission voltage of 60 kV or figher. The Costinuer will provide and mariannall transformers and related backters recovery for hundring and sublang the power and many delayaned become left. All service respond by the Costinuer at each argumet point of delivery served becomes what he formula through one material, or compensated to, the available transmission voltage. Resolve of hereton is not permitted becomes and

#### MONTHLY RATE

Base (Taum: \$3.5.28.832.26.2.12

Dented Owger

Base Dorpord Charge \$8,00-10 per kW of Demont

Northel Energy Chapes

Blue Energy Clare: 1441 1430 perkWh

Additional Charges

See Billing Adjustments section, Bleet No. 8,030, for additional applicable charges

Minimum: The Base Charge plus the charge for the currently effective Base Demand.

# DEMAND

The Demand is the kW to the numeral whole kW, as determined from the Company's metering equipment and systems, for the 30numbe period of Customer's greatest use during the receth as adjusted for power factor.

# TERM OF SERVICE.

Not less than one year.

# BUILES AND REGULATIONS:

Service under distance of the subject to order of governmental bodies having jurisdiction and to the currently officitive "General Rules and Registrations," By Electric Services, on file with the Florida Public Service Commission. In case of conflict between any provision of this articular and "General Rules and Registrations for Electric Species," the provision of this articular state and registration.

Issued by: Tiffany Cohen, Semor Director, Regulatory Rates, Cost of Service and Systems Effective January 1, 2021

Furty Second [Intra] Revised Sheet No. 8.552 Cantels Furty-PirstSecond Revised Sheet No. 8.552

#### GENERAL SHRYICE LARGE DEMAND TIME OF USE (ORTHONAL)

#### RATE SCHEDULE, OSLDIDA

AVAILABLE

mail massemed

### APPLICATION:

For shorts' serves reposed by a served territor or indicated highing, given and a serves composed to any Chalconic who has service copylish in a manufacture comment of 40 kV or higher

#### MASSE

These places of high at the available transplacion voltage of 60 kV or higher. The Chalutter will provide and maintain all transformers and related healthier recessary for hundling and mixing the power and energy delivered heavenfur. All services tegrand by the Conference at each separate point of delivery served hereigned ability flamphon methods, or companied to, the significant voltage. Reside of service is not parameter.

#### MICNTHLY RATE.

Slam Clargo:

82,175,147,710,12

Deputed Charges

flase Demond Charge

MANGET POTENT OF Comment Accounting during the On-Peak Period.

Non-Feel Energy Charges

On Push Pennsi

Off-Pauli Percel

Diese Energy Charge

A PARTY STREET

Latting LINES per EWS.

Additional Changes

See filling Adjustment sensor, Short No. 8 930; for admicial applicable charges

Affairment. The Biase Charge plan the charge for the committy officered Biase Domain).

# RATING PERIODS.

On-Prok

November 1 durough Merch 21. Mondays through Fodeys during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Theretoepring Day, Christmas Day, and New Year's Day.

April J. Humani Chishor 31. Mondays through Fridays change the boars from 12 noor EST to 9 p.m. EST excluding Monorial Day. Independence Day, and Labor Day.

OfFPink.

All other boxes

(Community) Best No. 8 500

Issued by: Fiffany Cohen, Semor Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2021

Ninth Revised Sheet No. 8.553 Cancels Eighth Revised Sheet No. 8.553

(Continued from Short No. 8.552) DEMAND The Demand is the kW to the nurrest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor. TERM OF SERVICE Not less than one year. BULES AND REGULATIONS: Service under this schodule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on the 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Canada Forty North First Revised Sheet No. 8.602 Canada Forty North First Revised Sheet No. 8.602

#### MONTS PELD SERVICE (Cloud Schools)

# MATE SCHEDAILE, OS.5

# AVAILABLE

no all mean served.

# APPLICATION:

This is a humiliand ride available to managed, courty and wheel board accounts for the execution of a Social, has half as other playground, or cave or accordancy accounts, which all make service is taken at the enables provey distribution volume of a ringle point of delivery and managed through and make, and who were active as of October 4, 1981. Customer tray also also be receive account from other appropriate rate of habitas.

# LINGTATION OF SERVICE

Offices, conceasoes, businesses or quite excepted by traums, other time seem farietly related to the exceptions above specified, no contacted bequester and shall be expressly served by the Company or utilization voltage. Not applicable when Rider TR is used.

### MONTHLY RATE.

Itag Cintys.

SEASON TO BE

Non-Fiel Darry Chapes

Diese Enloy Chine

BERLIE CRIE per LOVE

Addressed Charges

See Billing Advantures section, Sheet No. 8 000. for whiteness problems where-

Minusen Chappe

10.22(15.04)

# TERM OF SERVICE

Paralog termination by Florida Public Service Commission Order.

# BUILES AND REQUILATIONS:

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 Flexicla 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.

Jossed by: Tuffany Cohen, Senite Divertor, Regulatory Rates, Cost of Service and Systems Effective: Jonatory 1, 2013

Thirty State Seventh Revised Sheet No. 8.610 Cancels Thirty-Fittis Sixth Revised Sheet No. 8,610

# MEDICOPOLICAN TRANSPESIES VICE

# BATESCHEDULE MED

# AVAILABLE

For destrict services to Mercon than Manus Dade County Destrict Trans. System (METRORIAL) at each post of delivery respects for the operation of an electric transit system on continuous and contiguous rights-always

# APPLICATION:

Service to be supplied will be three place, of facts and at the numbed presery distribution voltage of 13.200 with All service required. by Customer at such separate point of dalivery served humandar shall be farmified through one usefur reflecting. Advery at primary veltage. Results of survice is not permetted heresuster. Rater TX or a voltage discount is not applicable.

#### MURTHLY RATE.

These Charge:

100344830.75

Densal Chape

Base Deminel Charge:

\$14-23 17 for per kW-of Demond

New-Fael Energy Charges: Blue Energy Charge.

4 464 77 % par MATE

Additional Charges

Sec Billing Adjustments section, State No. 8,030, for additional applicable charges

Minimum The Sase Charge plus the charge for the currently effective Base Demand.

# DEMAND:

The Demand is the kW to the nasest whole kW, as determined from the Conquery's metering equipment and systems, for the 20manute period of Customer's greatest use during the month as adjusted for power factor.

### BULLING

Each point of delivery shall be separately billed according to the monthly charges as stated berein. All billing units related to charges under this rate schedule shall be determined from matering date on a morehly basis and determined for each point of delivery on the same morthly filling cycle day.

# TERMS OF SERVICE

Not less than one year

# BULLEY AND RECEILATIONS

Server, make this inducted is extricted to resize of governmental bodies having namifolion and to the currently effectivy. Variotal Rides and Equipment for Gottin Service" on the 1996 the Fronta Public Service Commission. In case of conflict federate only previous of The schedule and and "General Roles and Regimenton for Electric burstor," the purctoon of this schedule shall apply

bsued by: Tiffany Cohen, Senior Director, Regulatory Rates. Cost of Service and Systems

Effective: Ammuny 1, 2022

Eighth Revised Sheet No. 8.650 Cancels Seventh Revised Sheet No. 8.650

# COMMERCIAL/INDUSTRIAL LOAD CONTROL PROGRAM (OPTIONAL) (Closed Schedule)

# RATE SCHEDULE-CILC-1

#### AVAILABLE

In all areas served. Available to any commercial or industrial embours to which the load control provisions of this schedule can feasibly be applied, who, as of March 19, 1996, was either taking service paramet to this schedule or had a fully executed copy of a Commercial Industrial Load Control Agreement with the Company.

# LIMITATION OF AVAILABILITY:

This Rate Schedule may be modified or withdrawn subject to determinations made under Commission Rules 25-17.0021(4), F.A.C., Cools for Electric Utilities and 25-6.0436, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

# APPLICATION:

For electric service provided to any commercial or industrial customer as a part of the Commercial/Industrial Load Costrol Program. Agreement between the Customer and the Company, who agrees to allow the Company to costrol at least 200 km of the Customer's load, or agrees to operate Backup Generation Equapment (see Definitions) and designate (of applicable) additional controllable demando serve at least 200 km of the Customer's own load during periods when the Company is controlling load. A Customer shall enter into a "Commercial Industrial Load Costrol Program Agreement" with the Company for service under this schedule. To establish the initial qualification for service under this schedule, the Customer must have had an On-Peak Damard (as defined below) during the summer rating period (April Recognity October) for at least three of the previous medics (L12) months of at least 200 km greater than the Farm Damard or Costrollable Damard (as applicable) level specified in Section 4 of the Commercial/Industrial Load Control Program Agraement. This controllable Damard (as applicable) level specified in Section 4 of the Commercial/Industrial Load Control Program Agraement. This controllable about this part schedule.

# SERVICE.

Three phase, 60 hertz at any available standard voltage.

A designated portion of the Customer's load served under this schedule is subject to control by the Company. Transformation Riche-TR, where applicable, shall only apply to the Customer's Maximum Dumand for delivery voltage below 69 kv. Standby Service is not provided between Results of service is not permitted between.

(Continued on Short No. 8 651)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

Thirty-Film Sixth Revised Sheet No. 8.651 Cancels Thirty-Fiscal Filth Revised Sheet No. 8.651

	ad from Sheet No. 8 (50)		
UNDHLY RATE			
Delivery Voltage Level	Littleboon be	CHA-1(0)	(SLESIOT)
Masaman Demuni Livel	700-429 kW	500 kW & distre	
Base Charge	All Transport LS	\$366   7971 (7	\$2.50x (1/2 1/2 %)
Finnesed Charges Head Derroyah Charges per LW of Massaroun Linnased per LW of Load Control One Peak Dominal per LW of From One Peak Dominal	\$1.00 (0 \$1.00 (0	\$3.463_65 \$3.463_87 \$4.466_(1/6)	Name (4.00)
Non-Fiel Energy Changes			
Pose Energy Charges (m. Poak Period charge per EWh (MS-Poak Period charge per EWh	1277 1074 1277 1976	4 202 1034 4 302 1234	1484[187e 1484[1824
Additional Charges Sot billing Adjustments section, Short No. 8.030, East	ukktional angliculte chara		
Minimum. The have Charge plus the Dass Larrage	(chiram		

listed by: Tilling Colini, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 1622

Fifth Revised Sheet No. 8.652 Cancels Fourth Revised Sheet No. 8.652

(Continued from Sheet No. 8.651)

### LOAD CONTROL

#### Control Condition:

The Custome's controllable load served under this Rate Schedule is subject to control when such central alleviates any amorphists or comparity altertages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entails taking base loaded units, cycling units or combinationaultimes above the continuous rated output, which may executes the generators.

Programs: The Control Conditions will typically result in less than liftern (15) Load Control Periods per year and will not exceed twenty-fine (25) Load Control Periods per year. Typically, the Company will not initiate a Load Control Period within six (6) hours of a previous Load Control Period.

Notice. The Company will provide one (1) hour's advance notice or more to a Castomer prior to controlling the Castomer's controllable lead. Typically, the Company will provide advance notice of four (4) hours or more prior to a Load Control Period. Such notice will be by electronic, written or oral. The Company shall not be responsible for the Castomer's failure to receive or art upon such notice.

Direction: The duration of a single Load Control Period will typically be four (4) hours and will not exceed six (6) hours.

In the event of an emergency, such as a Generating Capacity Emergency (see Definitions) or a major distorbance, greater frequency, less notice, or longer duration than listed above may occur. If such an emergency develops, the Castomer will be given 15 minuted notice.

Loss than 15 minuted notice may only be given in the event that failure to do so would need in a loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Customer agrees that the Company will not be liable for any damages or sugmes that may occur as a result of providing no notice or less than one (1) both notice.

### Customer Responsibility.

Upon the successful installation of the load control equipment and/or any necessary backup generation equipment, a test of this equipment will be conshered between the hours of 7 a.m. EST and 6 p.m. EST, Monelay through Priday, excluding holidays, as specified in the Commercial Industrial Load Control Program Agreement.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically control the Customer's load, as specified as the Commercial Industrial Load Control Program Agreement.

The Company will control the controllable perion of the Customer's service for a one-hour period (during designated on-peak periods), once per year for Company testing purposes on the first Wednesday in November or, if not possible, at a manually agreeable time and date, if the Customer's load has not been successfully controlled during a load control to the previous twelve (12) months. Testing purposes include the testing of the load control epigrount to ensure that the load in able to be controlled within the agreed specifications.

### RATING PERIODS.

### On-Post:

November 1 through March 31: Monthlys through Fridays channe the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST confuding Theritagraing Day, Chinatmas Day, and New Yorks Day.

April 1. through October 31: Mondays through Fridays during the boars form 12 recent EST to 9 p.m. EST exchaling Monoral Day, Independence Day, and Labor Day.

### Off Peak

All other hours.

(Continued on Sheet No. 8.653)

Issued by: Tiffuny Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fifth Revised Sheet No. 8.653 Cancels Fourth Revised Sheet No. 8.653

(Continued from Sheet No. 8 652)

### LOAD CONTROL PERIOD

All hours established by the Company during a monthly billing period in which:

- the Distance's lead is controlled (which includes the operation of the Customer's generation equipment), or
- 2. the Costomer is billed possoner to the Continuity of Service Provision.

### DEMAND:

Demand is the EW to the nexcest whole EW, as determined from the Company's meturing equipment and systems, for the 30-minute period of Customar's greatest use during the month as adjusted for power factor.

### OSCIPEAK DEMAND:

On-Peak Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30minute period of Customer's greatest use for the designated On-Peak periods thanny the month as adjusted for power factor.

#### MAXIMUM DEMAND:

Maximum Dumind shall be the greater of the current month's domind whosever it occurs or the highest domind for the prior twenty-three (23) months. A Customer's Maximum Duminal may be re-established to allow for the following adjointments:

- Demand reduction resulting from the invtallation of FPI. Demand Side Management Measures or FPI. Research Project
  efficiency measures, or
- Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by PPL; or
- Permanent changes to customer facilities that result in a permanent loss of electric load, including any field substitution resulting impermanently reduced electricity consumption, upon verification by EPI.

The re-established Maximum Demand shall be the higher of the actual demand registered in the next billing period following: the Conformer's written request or the prior Maximum Demand status the calculated demand reduction. Requests to re-establish the Maximum Demand may be processed up to bytest per calendar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

## CALCULATION OF FIRM DEMAND AND LOAD CONTROL ON PEAK DEMAND

There will be two methods of calculating the Customer's Firm On-Peak Demand and Load Centrol On-Peak Demand, depending on whether a "Firm Demand" or a "Controllable Demand" in designated in the Commental Industrial Load Centrol Program Agraement.

### THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A FIRM DEMAND LEVEL.

### FIRM ON-PEAK DEMAND:

The Customer's monthly Firm On-Peak Demand shall be the lesser of the "Firm Demand" level specified in the Customer's Commercial Industrial Load Control Program Agricument with the Company, or the Customer's laghest on-peak demand during the month. The level of "Firms Demand" specified in the Customer's Commercial Industrial Load Control Program Agricument shall not be exceeded during the periods when the Company is controlling the Customer's load.

(Continued on Short No. R 654)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirteenth's cartigrath Revised Shret No. 8.654 Cancels Tweatth Thorteenth Revised Sheet No. 8.654

(Continued from Stoot No 8.459)

### LUADICONTROL ON FEAK DEMAND.

Load Could Co-Poil Demand shift in the Contour's bighest dominal for the designated on poil, period: stating the month less-the Contour's Tirm Demand.

# PROVISIONS FOR ENERGY LISE GERING CONTROL FERRORSFOR CLISTOMERS DESKOVATING A FIRM FEMANDALIVE.

Customers rotified of a look control every should most their Firm Liemand during pursons when the Continuity is controlling look. However, energy will be made available during control periods if the Customer's failure to most its Firm Demand is a result of our of the following conditions:

- 1. Force Mayerre events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- insistences of generation equipment seconary for the implementation of load control which is performed at a pre-arranged time and data mutually agreeable to the Company and the Contoner (See Special Provisions), or
- 3. adding firm load that was not previously non-tirm load to the Customer's facility, or
- 4. an event affecting local, state or national security, or
- an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration
  of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or
  the USAF Range Safety Officer at Cape Canavanal Air Force Sistem.

The Costomer's energy use (in excess of the "Firm Demand") for the conditions listed above will be billed paramet to the Community of Service Provision is no longer available, the Costomer will be billed, at addition to the normal charges provided beneated, the greater of the Company's As-Available Energy part, or the most expensive energy (calculated on a cert per hillowalt from books) that (PL is purchasing or softing during that period, but the applicable class that (CoS) is accordance with (PSC Falls 25 17 0825; FACC

If the Company deformance that the Customer has striked one or more of the copyrights above in an processe manner, then the Company will terrorade service under the spic schedule as described in VERM OF SERVICE.

If the Contours except the "Firm Demand" during a period when the Company is connecting lead for any present other than these specified above, then the Contours will be

- I is find the difference between the First On-Peat. Demand Clarge and the Load Control On-Peak Demand Charge for the crosses for the paint story (oct months or the marrier of specific the Castomer has been folled under this cate schedule, whichever solves, and
- foliation possibly charge of \$4000 \$2000 per law of excess (we for each more) of rabiling.

Excess law for rebilling and posity charges is Asternated by binary the difference between the measurem demand during the Load Control Person and the Control of Viran Demand

(Chemismoli int About Mo-6 (655)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems | Effective: January 1, 2023

Third Revised Sheet No. 8.655 Cancels Second Revised Sheet No. 8.655

(Continued from Short No. 8.654)

### THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A CONTROLLABLE DEMAND LEVEL.

### FIRM ON-PEAK DEMANDS

The Customer's monthly Firm On-Peak Demand shall be the On-Peak Demand during the exorth less the "Costrollable Demand" level specified in the Castomer's Communical Industrial Level Control Program Agreement with the Company.

### LOAD-CONTROL ON-PEAK DEMAND:

Load Control On-Peak Demand shall be the "Controllable Demand" level specified in the Customer's Communical limitestrial Load-Control Program Agreement with the Company.

# PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS FOR CUSTOMERS DESIGNATING A CONTROLLABLE DEMAND LEVEL.

Customers notified of a load control event should achieve the Controllable Demand Level during periods when the Company is controlling load, except under the following conditions:

- 1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arminged.
   fine and date mutually agreeable to the Company and the Customer (See Special Provisions), or
- 3. adding firm load that was not previously non-firm load to the Costomer's facility or
- 4. an event affecting local, state or national security, or
- an event whose ratus requires that space launch activities be placed in the critical mode (requiring a closed-top) configuration of FPUs transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the "Firm Dumand") for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods theiring which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided becaused, the granter of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cent per bilowart hear book) that FPL in purchasing or selling during that period, less the applicable class that charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Itide 25-17-0823, F.A.C.

If the Company determines that the Costomer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

If the Customer does not achieve the Controllable Damard level during a pariod when the Company is controlling load for any teason often than flow specified above, then the Customer will be:

 billed the difference between the Firm On-Peak Denard Charge and the Load Cortrol On-Peak Denard Charge for the publishing low for the prior styly (90) months or the marrier of months the Customer has been billed under this rate schedule, whichever is loss, and

(Continued on Short No. 8 65e)

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

Effective: March 7, 2003

SinthSeventh Revised Sheet No. 8.656 Cancels FilthSeath Revised Sheet No. 8.656

(Confinence Event Short Nov. 8 655)

### Idea operaty charge of (2-18) to per two of cooss by for exchangella of rebilling.

This kee for relating and possibly changes as determined by taking the difference between the Controllable Dammal and the resonance demand actually reduced during the Load Central Period. The Contoner will not by rebailed or parallel detection for the same resonance to in the controllables described above.

As long as the Contentor's lead endocross then the opening of the control curvats with mix demand them. We have United Period that is at or below the estentiated Firm Demand for that billing period, the Customer will not be required to pay the penalty and rebilling charges.

### TERM OF SERVICE:

Draing the first year of service under this Rate Schedule, the Custosies will delermate whether or not thes program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a free-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation of the Company's offering of the program is desired.

Service under this Rate Schedule shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination. Should a Customer terminate service or be removed by the Company and later closure to resource service under this Rate Schedule, the Customer must provide five (5) years' written notice prior to resource under this Rate Schedule.

The Company may terminate service under this Rate Schodule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schodule or the Commercial inclusted Loud Control Program Agreement. Prior to any such termination, the Company shall notify the Customer at least nimity (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schodule at the end of the 90-day notice period unless the Customer takes measures necessary to dimente, to the Company's satisfaction, the compliance deficiencies described by the Company. Netwithstanting the foregoing, if, at any time during the 90-day period, the Customer other refuses or fails to initiate and pursue corrective action, the Company shall be critical to suspend forthwith the monthly billing under this Rate Schodule and bill the Customer under the otherwise applicable firm service rate schadule.

### PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than five (5) years' written notion, to any firm retail rate schedule for which the Contours would qualify, may be permitted if it can be shown that such transfer in in the best interests of the Contours, the Company and the Company's offer contours.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously controlled Load Control On-Peak Demand and to take interruptible standing service from the Company, the Customer may terminate the Commercial Industrial Load Control Program Agreement by giving at least thirty (30) days' advance written notice to the Company.

(Continued on Sticut No. 8 657).

bound by: Tiffany Cohon, Senior Director, Regulatory Rales, Cmi of Service and Systems

Officellyr: James L. 1021

Second Revised Sheet No. 8.657 Cancels First Revised Sheet No. 8.657

(Continued from Sheet No. 8/656)

If service under this Rate Schodule is terminated for any reason, the Customer will not be rehilled as specified in Charges for Early Termination of

- it has been demonstrated to the satisfaction of the Company that the impact of such meeting of service on the account content of the Company's CILC program is in the best interests of the Customer, the Company and the Company's other customers, or
- b. The Customer is required to bursday to another retail adepeluable as a qualit of Commission Rule 25-6 D438, F.A.C., or
- 6. the termination of service under this Rate Schedule is the result of either the Customer's cooling operations at its facility (without continuing or establishing similar operations absorber in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously controlled Load Control On-Post. Demand and to take interruptible standby service from the Company, or
- d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the costing Customer(s) agree(s) to take service under this schodule and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has thave) the equipment installed and is (an) smallable to perform load control, or
- FPL determines that the Customer's MW reduction is no longer needed in accordance with the FPL Numeric Commercial Industrial
  Commercian Code.

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph d. above, but the replacement Customer(s) does(do) become available within twelve (12) mentils from the date of termination of survice under this schoolade or FPI, litter determines that there is no need for the MW reduction in accordance with the FPI. Numeric Commercial/Industrial Cosservation Gosfe, then the Customer will be refunded all or part of the redsling and penalty in proportion to the amount of MW obtained to applace the lost capacity less the additional cost incomed by the Company to serve those MW during any Load Control Periods which may occur before the applicament Customer(s) became available.

### Charges for Early Termination.

### in the event that:

- a) service is terminated by the Corrpany for any reason(s) specified in this section, or
- b) there is a termination of the Costomer's existing service and, within twelve (12) morella of such termination of service, the Company receives a regard to re-establish service of similar character under a firm service or a custollable service rate schedule, or under this schedule with a shift from non-firm load to ferroservice.
  - () at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - aid: under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice, or
- c) the Customer transfers the controllable person of the Customer's load to "Firm Demand" or to a firm or a custollable service rate schedule without providing at least five (5) years' advance writtemerice;

(Centinued on Short No. 8 658)

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

Effective: November 15,2002

SanhSeventh Revised Short No. 8.658 Cancels Fill Circle Revised Short No. 8.658

(Command on Short No. 8-657)

### Greet this Chatterner will be

- I rebitted under the otherwise applicable tion of carbolable service cate scientific for the shorter of (a) the poor starty (60) months staring which this Castonian was billed for service under this floor Sobietake or (for the samples of months floorwise has been billed under the Batic Schoolabe, and
- defind a penulty charge of \$4.200 pc; he have the saming of mostle jubilist as No. 3 show those the finding Load Council On-Peak Demand occurring during the current month or the prior twenty-shops (23) months.

### SPECIAL PROVISIONS:

- Control of the Customer's load shall be accomplished through the Company's load management systems by use of control
  connected directly to the Customer's switching equipment or the Customer's load may be controlled by use of an energy
  management system where the firm demand or controlleble demand level can be established or modified only by means
  of joint access by the Customer and the Company.
- The Contoner shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing. Company-owned load control equipment.
- It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled is in good repair and
  working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical
  againstern.
- 4. The Company is not required to install load control equipment if the installation cannot be economically justified
- 5. Billing under this schedule will commonce after the installation, inspection and successful testing of the load control equipment.
- Maintenance of generation equipment measure for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

### CONTINUITY OF SERVICE PROVISION:

In order to minimize the frequency and domine of interruptions or nequents that the Customer operate its backup generation equipment, the Company will attempt to obtain masonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve it customers during a capacity shortage; in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. Any non-firm customers so electing to receive capacity and/or energy which enable(s) the Company to continue service to the Customer's non-firm loads during those periods will be subject to the additional charges set forth below.

Continued in Secretary, 8,000

Issued by: Tilliany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Third Revised Sheet No. 8.659 Cancels Second Revised Sheet No. 8.659

### (Continued from Sheet No. 8:658)

In the event a Customer alocts not to have its non-firm load interrupted pursuant to this Schaftale, the Customer shall pay, in addition to the roomal charges provided homeorder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class flat charge for the period thring which the load would otherwise have been controlled (see Sheet No. 8.030). This incurrental charge shall apply to the Customer for all consumption above the Customer's Firm Domains through the time in which the non-firm load would otherwise have been controlled. If, for any casson during such pariod, this capacity and/or energy in (ant) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will cease to apply and interruptions will be required for the nationaler of such period unless energy use is for one of the confidence outlined under "Provisions for Energy Use During Control Periodo".

Any customer served under this rate schedule may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Commercial/Industrial Lood Control Program Agreement. Any adjustment or charge to the election must be provided to the Company with at least 24 hours' switten notice (not including helicidays and weekends) and must be by mutual agreement, in wisting, between the Costomer and the Company. In such case, the written notice will replace may prior election with regard to this Continuity of Service Provision.

### **BULES AND REGULATIONS:**

Service under this schedule is subject to orders of governmental bodies having paradiction 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(s) of this schedule and said "General Rules and Regulations for Electric Service", the provision(s) of this schedule shall apply

#### DEFINITIONS:

Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

Force Majoure:

Force Magnur for the purposes of this schedule means causes not within the reasonable control of the Customer affected and not caused by the nugligance or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by finderal, state, or local governmental bodies, explosions, firms, floods, lightning, wind, acculents to equipment or machinery, or similar occurrences.

Backup Generation Equipment:

Backup generation equipment shall be Customer-provided generation equipment and switch gear. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.

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

Effective: November 15,2002

# COMMERCIAL PRODUCTRIAL OF MAND RELOCTION RIDER (C.I.R.) (OPTIONAL)

### AVAILABLE

in all stess proof. Available to any elemental or reducting customer reporting service trader lists: Scholades USD-1, USLD-1, USLD-1, USLD-1, USLD-2, USLD-2, USLD-2, USLD-3, USLD-3,

### LIMITATEN OF AVAILABILITY.

This Tida: early be studefuld or withdrawn subject to determination made under Commission Pates. 25-17:0020-0; V.A.C., Coule for Electric Dilities and 25-6-0406, F.A.C., Non-Form Electric Service - Terms and Conditions or any other Commission determination.

### APPLICATION:

For electric service provided to any communical or industrial customer receiving service under Rate Schedule GSD-1, GSD-1

#### LIMITATION OF BURYRUE.

Customers participating in the General Service Load Management Program (FPL "Business On Call" Program) or Economic Development programs are not eligible for this Ricker.

## MONTHLY RATE.

All rates and sharpes under Nate Scheduler GSD-1, GSD7-1, GSLD-1, GSLD7-1, GSLD7-2, GSLD7-2, GSLD-3, GSLD7-3, ULFT shall apply in addition, the applicable Mentiley Administratory Addity and Digity Controlled Demand Cross shall apply

### MONTHLY ADMINISTRATIVE AIRDER:

Eate Schedule	Adder
G8D-1	\$141,881.11.71
GSER-1, IRLT (75-109 kW)	\$14544 (5).72
GSLD-1, GSLDT-1, HLFE (NO-LMP1W)	\$304-44(0),25-
GSLD-2, GSLDT-2, HLFT (2,000 kW or prosto)	Fall Sociality
GSLD-3, GNLDT-3	\$300.65(107-6)

### UTILITY CONTROLLED DEMAND CREDIT

A number control 58.7% per kW is allowed bound on the Contourn's Using Controlled Termind.

### UTILITY CONTROLLED DEMANS

The United Controlled Expansi for a month in which there are to load control events through the literatural in the form of the Controlled Contr

In the stant of Lond Council recogning their Councille's Roting Pariet. By Unity Councilled Torontol shall be the use of the Councille's KWN mage sharing the bases of the applicable Councillatio Roting Pariet less the use of the Councille's KWN mage sharing the Lond Council Found divided by the master of new half bears occurring their grant for applicable Councillatio Nating Pariet but the Continues's High Demand.

(Contrared on Short No. 2001)

based by: Tiffuny Cabes, Senior Director, Regulatory Rates, Cost of Service and Systems Uffective: January 1, 2012

Third Revised Sheet No. 8.681 Cancels Second Revised Sheet No. 8.681

#### FLORIDA POWER & LIGHT COMPANY

(Continued from Sheet No. 8.680)

### CONTROLLABLE RATING PERIODS:

November 1 through March 31: Mondays through Pridays during the hours from 6 a.m. EST to 9 a.m. EST excluding Thurlesgiving. Day, Christmas Day, and New Your's Day.

April 1 figurads October 21: Monsheys through Fridays during the hours from 3 p.m. EST to 6 p.m. EST excluding Memorial Day, Independence Day, and Labor Day.

#### FIRM DEMAND.

The Outcome's monthly firm Demand shall be the lesser of the 'Firm Demand' level specified in the Commercial Industrial Demand Reduction Rider Agreement with the Company, or the Castome's maximum demand during the applicable Castodiable Rating Period. The level of 'Firm Demand' specified in the Commercial Industrial Demand Reduction Rider Agreement shall not be exceeded during the periods when the Company is controlling the Castomer's lead.

### LOAD CONTROL:

#### Control Condition:

The Creitener's controllable lead served under this Rider is subject to centrol when such centrol alleviates any emergency conditions or capacityshortages, either power supply or transmission, or whenever system load, actual or prejected, would otherwise require the peaking operation offline Conquery's generators. Peaking operation entails taking base loaded units, cycling units or combastion turbinus above the continuous national party which may overview the generators.

Featuracy. The Control Conditions will typically result in less than fiftom (15) Load Control Periods per year and will not exceed twesty-five (25) Load Control Periods per year. Typically, the Company will not initiate a Load Control Period within six (6) hours of a provious Load Control Period.

Notice: The Company will provide one (1) hour's advance notice or more to a Customer prior to controlling the Customer's controllable lead. Typically, the Company will pravide advance notice of four (4) hours or more prior to a Loud-Correct Pariod. Such more will be by discreting, written or onal. The Company shall not be responsible for the Customer's failure to receive or set upon such notice.

Duration. The duration of a single Load Control Period will typically be face (3) hours and will not exceed six (6) hours.

In the event of an energoncy, such as a Generating Capacity Emergency (see Deferificins) or a major disturbance, greater Boquency, less notice, or longer duration than listed above may occur. If such an energency develops, the Customer will be given 15 minutes' notice. Less than 15 minutes' notice may only be given in the event that failure to do so would need in less of power to firm service customers or the purchase of energency power to serve firm service customers. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a most of providing no notice or less than one (1) hour notice.

### Customer Responsibility:

Upon the successful installation of the load control equipment, a test of this equipment will be conducted as specified in the Commercial Industrial Demand Rodaction Demand Roder Agreement. Testing will be conducted at a mutually agreeable time and date. This time and dateshall typically be within the Controllable Rating Period unless otherwise agreed by the Company.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically control the Customers load, as specified in the Commercial Industrial Demand Reduction Richer Agreement.

The Company will control the controllable portion of the Customer's service for a one-hour period (hypically within the Company leading Pariods) once per year for Company testing pageous on the first Wednosday in Notombor or, if not possible, at a mutually agreeable time and date, if the Customer's lead has not been successfully controlled thiring a load control event in the previous twelve (12) months. Testing purposes include the testing of the load control equipment to ensure that the load is able to be controlled within the agreed specifications.

### LOAD CONTROL PERSOD.

All hours established by the Company during a morebly hilling period in which

- 1. the Customer's load is controlled, or
- the Customer is billed pursuant to the Continuity of Service Provision.

(Continued on Short No. 8.682)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Cancels Funds at Different Revised Sheet No. 8.682

("remused from their No. 8.681)"

#### PROVISIONS FOR ENERGY 1 ST DURING CONTROL PERIODS.

Continuous medical of a joint control expensional control from Department provide that Company is accomplished. However, electricity will be made abuilded during serious periods in the Customer's failure to must als from Demand is a construction of the following conditions.

- 1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
- maintenance of generation equipment necessary for the implementation of food control which is performed at a pre-arranged time and date manually agreeable to the Company and the Customer (See Special Provisions), or
- 3. adding firm load that was not previously non-firm load to the Customer's facility, or
- 4. an evert affecting local, state or national security, or
- an event whose tursue requires that space lumb activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaverol Air Force Station.

The Customer's energy use (in excess of the Firm Demard) for the conditions listed above will be billed pursuant to the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided harmonies, the greater of the Compuny's As-Available Energy cost, or the most expensive energy (calculated on a cost per kilowat-hear basis) that EPL is purchasing or selling theiring that period, less the applicable class field charge. As-Available Energy cost in the cost calculated for Schedule COC-1 in accordance with EPSC State 25-17-082S, F.A.C.

If the Company determines that the Controller has utilized one or more of the exceptions above to an excessive marrier, the Company will terminate service under the ridge or described in TERM OF SERVICE.

If the Lasterner exceeds the Ferm Demand during a period when the Company is controlling lead for any resembling than these specified above, their the Coloring will be

- full-of a SS TO charge per ETV of excess ETV for the prior sexty (60) months or the number of restricts the Commute has been fulled under the poles, whichever in loss, and
- 2. billed a penalty charge of \$4.361.29 per kW of necesskW for each month of relating.

Excess kW for relating and penalty charges is determined by taking the Afficience bowers the Contemp's kWh mage staring the load control period divided by the standard of lovers in the load control period and the Casterne's Time Demont. The Contemp will not be related on penalty divide the tame excess kW in the calculation described above.

Januari 29; Tilliany Cubera, Seman Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Second Revised Sheet No. 8.683 Cancels First Revised Sheet No. 8.683

(Continued from Short No. 8,682).

### TERM OF SERVICE:

During the first year of service under this Rider, the Customer will determine whether or not this Rider is appropriate for the Customer and may request to east the program subject to the Provisions for Early Termination. It is antanked that the Company will continue to provide and the Customer will continue to take service under this Rider for the life of the generating unit which has been avoided by the Rider. There is, however, a Sve-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rider should there by circumstances under which the termination of the Customer's participation or the Company's offlining of this Rider is desired.

Service under this Rider shall continue, subject to Limitation of Availability, until terraturated by either the Company or the Customer upon written notice given at least five (5) years prior to terraturation.

The Company may terminate service under this Rider at any time for the Castomer's failure to comply with the turns and coordiness of this Rider or the Company and Instituted Demond Reduction Rider Agreement. Price to any such termination, the Company shall notify the Castomer at least minely (96) days in advance and describe the Castomer Salare to comply. The Company may then terminate service under this Rider at the and of the 90-day notice period unless the Contoner taken measures recessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the Rongoing, if, at any time during the 90-day period, the Contoner other refuses or fails to initiate and pursue corrective action, the Company shall be amilted to suspend forthwith the monthly credits under this Rider and bill the Customer under the otherwise applicable firm service rate schedule.

#### PROVISIONS FOR EARLY TERMINATION:

Termination of this Rober, with less than five (5) years written notice, for which the Customer would qualify, may be permitted if it can be chown that such termination is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer to longer workes to receive electric service in any form the Company, or decides to cogenerate to serve all of the previously Utility Controlled Demand and to take intermentale standby service from the Company, the Customer may terminate the Commercial Industrial Demand Reduction Agramment by going at least their (30) days' advance written notice to the Company.

If service under this Ridar is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination if

- it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the contornic conoffsetiveness of the Company's Commercial Industrial Demand Radiaction Rider is in the best interests of the Customer, the
  Company and the Company's other customers, or
- the Customer is required to terminate this Rider as a result of Commission Ride 25-6.0438, F.A.C., or a Commission decision pursuant to this rule, or
- 6. the termination of survice under this Rider in the result of other the Customer's country operations at its factory (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cognitude to serve all of the previously utility controlled load and to take interruptible standing service from the Company, or
- d. any other Castomer(s) with demand reduction apparedness to, or greater than, that of the existing Castomer(s) agree(s) to take service under this Richer and the MW demand reduction commitment to the Company's Governtion Expansion Plan has been met and the new replacement Castomer(s) has theye) the opaquenest and also (are) available to perform load control, or
- FPI, determines that the Contemer's MW reduction is no longer needed in accordance with the FPI. Numeric Commercial Industrial Conservation Goals.

(Centimed on Short No. 8 (84)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Edmantis Trainfills Revised Sheet No. 8.684. Cancels Tombal Inventils Revised Sheet No. 8.684.

### to a mornior than Sheet No. 8 (85)

In the event the Captomer pays the Charges for first 1 an instance no replacement Captomists or one) would be separated at parameters of the captomists of t

### (Trupes for Early )

### in the committee

- service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customa's cooring service and, within twolve (12) morths of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or a curtainfole service rate schoolds, or under this rederwith a shall from non-tirm load to firm service.
  - () at a different location in the Company's service area, or
  - ii) inder a different mane or different ownership, or
  - aid under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (Stycars' advance written notice, or
- the Customer transfers the controllable portion of the Customer's load to "Firm Damand" or to a firm or a curtaliable service rate schedule without providing at least five (5) years' advance written notice;

### then the Customer will be:

- rehited SK 70 per kW of Unity Controlled Demand for the shorter of (a) the most recent price easy (40) months during which the Controller was falled for service under this Mide, or (b) the number of months the Controller has been falled today the Rider, and
- 1 billed a penalty charge of \$4.00 ≥ per kW of Union Controlled Domanthuses the member of newther resided on No. 1 days

### SPECIAL PROVISIONS.

- Context of the Continuer's load shall be accomplished through the Company's load surragement systems by one of context context-context-durently to the Contexts assisting equipment or the Contexts had may be controlled by the of an energy transportert system where the firm dimentilevel can be established or modified only by means of print access by the Contexts and the Contexts.
- The Contemp stall good the Company torsemble search for installing, minimum, importing, testing writer temporary. Company covered load control equipment.
- It shall be the communicative of the Communication determine that all decreased equipment to be communicate in good repair and working condition. The Company will not be responsible for the repair, considerance or replacement of the Conformals electrical repairment.
- L. The Company is yet required to small haid covered equipment if the installation cannot be economically justified.
- 5. Cividio septer this Sister will promote a utile the termilation, importion and macousful toping of the level control inpagement.
- 4 Muntenance of opeganest (unliable) generates) recovery for the implementation of load control will not be adioduced during periods where the Company projects that it would not be able to withstant the loss of its largest min and continue to save firm service customers.

(Command on Short Str. \$1985)

Issued by: Tiffuny Coben, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2021

First Revised Sheet No. 8.685 Cancels Original Sheet No. 8.685

(Continued from Sheet No. 8684)

#### CONTINUITY OF SERVICE PROVISION:

In order to minimize the Sequency and duration of interruptions, the Company will aftering to obtain traversably available additional capacity and/or energy during periods for which interruptions may be requested. The Company's obligation in this regard is no deficient than its obligation in general to purchase power to serve its Costomers during a superry abortage, in other woods, the Company is not obligated to account for, or otherwise suffect in its generation planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. Any non-firm outstomers so deleting to receive capacity and/or energy which enables on the Company to continue service to the Costomer's ron-firm loads during these periods will be sobject to the additional charges set forth below.

In the event a Customer elects not to have its non-firm load interrupted presuant to this Rider, the Customer shall jury, in addition to the normal charges provided hereunder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class find charge for the period dizing which the load would otherwise have been controlled (see Sheet No. 8.030). This incremental charge shall apply to the customer's non-firm load for all consistention above the Customer's Firm Demand during the time in which the non-firm load would otherwise have been controlled. If, for any reason during such period, this capacity and/or energy is (see) no longer available or cannot be accommodated by the Company's system, the turns of the Continuity of Service Provision will cease to apply and interruptions will be required for the remainder of such period unless energy use is for one of the conditions outlined unler. "Provisions for Energy Use During Control Periods."

Any customer served under this Rider may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Commercial Industrial Demand Reduction Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 hours' written notice (not including helidays and wackends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with regard to this Continuity of Service Provision.

### RULES AND REGULATIONS:

Service under this rider 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(s) of this rider and said "General Rules and Regulations for Electric Service", the provision(s) of this rider shall apply.

### DEFINITIONS:

Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric sublities in the state of Florida has inadequate generating capability, including parchased power, to supply in firm load obligations.

### Force Majoure

Force Majorate for the purposes of this ruler means causes not within the reasonable control of the Customer affected and not caused by the negligenes or lack of due diligence of the Customer. Such events or circumstances truy include sets of God, strikes, lockouts or other labor dapates or difficulties, wars, blockades, mountefators, riots, environmental constraints lamifully imposed by federal, state, or local governmental bodies, explosions, firm, floods, lightning, wind, seculcouts to equipment or machinery, or similar occurrences.

Backup Generation Equipment

Backup generation equipment shall be Castomer-provided generation equipment and switch year. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.

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

Effective: November 15, 2002

Original Sheet No. 8.686

### CURTAILABLE LOAD LIMITED AVAILABILITY EXPERIMENTAL RIDER (OPTIONAL RIDER (CL)/ CLOSED SCHEDULE)

### AVAILABLE:

Available to Customers that had executed a Curtailable Load Service Agreement with the company on or before December 31, 2021 and had commuted to a minimum Non-Firm Demand of 4,000 kW. Service under this rate schedule is subject to installation of equipment necessary for implementation.

This Rider will be closed to further subscription.

### LIMITATION OF AVAILABILITY:

This Bider may be modified or withdrawn subject to determinations made under Commission Rules 25-17:0021(4), F.A.C., Goals for Electric Utilities and 25-6-0-08. F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

#### APPLICATION:

This Rider is applicable to any Customer whose actual measured denserd through one or recor accounts is not less than 4,900 kW during the previous 12 months and who maintains an annual local factor of not less than story percent (60%). Multiple accounts may be combined to meet the demand and local factor requirements provided the demand especies is coordinated from a single location and a single point of contact is provided to the Company for notification. Participating Customers are required to execute a Custailable Load Service Agreement with the Company.

This Rider is also applicable only to premion at which an interruption of electric service will primarily affect only the Customer, as employers, agents, lessees, tenants or business guests, and will not significantly affect members of the general public, nor interfere with functions performed for the protection of public health or safety unless adequate on-site backup generation is available.

This Rider is offered in conjunction with the rates, terms, and conditions of the este subschild under which the Customer takes service and affects the total bill only to the count that the rates, terms, and conditions under this Rider differ from the rates, terms, and conditions of such rate schedule.

### LIMITATION OF SERVICE:

Customers participating in the General Service Load Management Program (FPL "Business-On Call" Program) are not eligible for this Ridge.

### MONTHLY RATE:

All rates and charges under Rate Schedules GSD-1, GSDT-1, GSLD1-1, GSLD1-1, GSLD1-2, GSLD1-2, GSLD1-3, GSLD1-3, HLPT shall aresty

### UTILITY CONTROLLED DEMAND-

The Unity Controlled Demand for a storth in which there are no load control events during the Controllable Rating Period shall be the sum of the Controllable Rating Period, divided by the total number of hours in the applicable Controllable Rating Period, less that Contraine's Firm Demand.

In the owner of Load Control occurring during the Controllable Rating Period, the Utility Controllable Demand shall be the sum of the Contonne's kWh usage during the hours of the applicable Controllable Rating Period less the sum of the Contonne's kWh usage during the Load Control Period, divided by the mainbur of non-load control hours occurring during the applicable Controllable Rating Period, less the Contonne's Firm Domand.

(Continued on Short No. 8.087)

Original Tariff Sheet No. 8.687

(Continued from Sheet No.8 (86)

### CONTROLLABLE RATING PERIODS.

A cutalinest period may be designated by the Company when Non-Firm Demand outsides in accessary to allowable any conditions that could lead to the interruption of power supply in the NEE Balancing Area, a local area or a region. Such conditions enclude, but are not limited by, those where custalinests is necessary to prevent capacity or energy emergencies and arent potential widespread power outages, facility overfoods or writing collapse. The custalinest period designation will follow Company-applicable NEEC, regional, state, public service commission or local standards or guidelines. Typically, the Company will provide advance motion of 30 marries or most prior to a custaliness possible. If requested, the Company will exposed 8 requested information regarding the event to the automation is not confidential, progressary, or resepublic transmission information.

#### COMPLIANCE INCENTIVE:

The Company may tensinate service under this Rider at any time for the Customer's failure to comply with the tensor and conditions of this Rider or the Custaidable Load Service Agreement. In such event, the Company shall be contided to immediately suspend finite monthly credits under this Rider and bill the Customer for the total value of the credits received during the lesser of (i) the prior (i) morths; (ii) the number of months which have elapsed since the occurrence of the root recent custailment period; or (iii) the marker of months which have elapsed since the Customer began service under this Rider.

An incident of non-compliance will be considered to have occurred if the Customer's maximum integrated thirty (30) minute demand to the neural follows! (3.W) during a custoffment period or test period is greater than the Firm Demand.

### DETERMINATION OF FIRM DEMAND AND NON-FIRM DEMAND:

Firm Demand is defined as the amount of demand that the Customer's measured demand carnot exceed during a custainment period or test point.

Non-Firm Demand is defined as the amount of demand that the Customer agrees to reduce during a custolinest period or test period.

The Customer's Firm Demand and Non-Firm Demand shall be established in the Contailable Load Service Agreement with the Company. The sum of a Customer's Firm Demand and Non-Firm Demand shall not accord the Customer's maximum measured demand. If the sum of a Customer's Firm Demand and Non-Firm Demand exceeds the Customer's maximum measured demand during a year, the Non-Firm Demand for the following year will be reduced by the difference. The contracted Firm and Non-Firm Demand may be adjusted proactively by material agreement of the Customer and the Company.

### CREDIT

Montidy predits will be paid to the Customer based on the product of the Non-Firm Dermand and Credit Value as specified in the Customer's Firm Dermand and Non-Firm Dermand owned the Customer's maximum measured dermand during a year, the subsequent montidy coulds for the following year will be reduced by the difference between the stars of the Customer's Non-Firm Dermand and Firm Demand and the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's maximum measured demand for the prior year multiplied by the Customer's multiplied by the Customer's maximum measured demand f

(Continued on Short No. 8:688)

Issued by: Tiffany Coben, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Tariff Sheet No. 8.688

(Continued from Sheet No.8.687)

### DEMONSTRATION PERIOD:

Prior to the Customer taking service under this Rifer, the Customer smat demonstrate their shility to reduce their electrical demand. to a level equal to, or below, their Firm Demand as specified in the Curtailable Load Service Agreement. The Customer will be notified 30 mirrates prior to the exquired dimonutration period. The demonstration period will occur within 30 days of the Company being notified by the Customer that it wishes to take service under this Rider. The demonstration will be for a period of no more than two cornective hours.

### SPECIAL PROVISIONS

- Service under this Rider is not available to a Casterner whose premises are designated by one or more governmental agencies for toe as a public shelter during a natural dissorter audior a doctored state of emergency.
- Credits under this Rider shall communes after the successful demonstration of demand reduction by the Contenue as determined by the Company
- The Company asserves the right to test the Cantomer's ability to comply with the provisions of this Riche for a one-hour test period if there has not been a curtailable period or demonstration period for the Customer during the previous 12 months. These test periods will not be considered curtailable periods.
- If the Customer terminates participation prior to the expination of their full contract term, the Customer will not be allowed to participate in this program for two subsequent years.

  Customass who cold the program prior to the full expension of their full contract term and who subsequently re-enter the program.
- 5 may only take service under the terms of their original contract until its expiration.
- Consumes taking service under negotiated contracts may participate in Rides CL, provided that such participation is explicitly permitted in the Customer's excepted contract.

### TERM OF SERVICE:

Service under this Rider requires a Cartailable Load Service Agreement having a tens of 10 years beyond the asticipated in service date of the Company's Avoided Unit or Resource. Customers may terminate their Curtafable Load Service Agreement without possibly or liability by providing the Company with at least tive (5) years advanced written notice. In such event, the Custaliable Load Service Agreement will internationally territriate on the day following the fifth anniversary of the date of the Customer's terrimention.

If the Customer ceases taking service under the Rider prior to the explication of the full contract term and without the required advanced. written notification, the Company will bill the Customer for the total value of the credits received during a period equal to the lesses of (i) the prior 60 months; (ii) the number of months which have clapsed since the occurrence of the most recent curtailment period; or (iii) the number of months which have elapsed since the Customer began service under this Rider.

Service under this Rider is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

### RULES AND REGULATIONS:

Service under this ridge 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(s) of this rider and said "General Rules and Regulations for Electric Service", the provision(s) of this rider shall apply.

### DEFINITIONS:

Generating Capacity Emergency:

A Concreting Copacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including parchased power, to supply its firm load obligations.

Force Majourn for the purposes of this rider means causes not within the masonable control of the Customer affected and not caused by the negligence or lack of the chiligence of the Customer. Such events or electrostatics may include acts of God, whiles, lockosts or other labor disputes or difficulties, wars, blockades, insurrections, nots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to aquipment or machinery, or similar occurrimos.

Backup Generation Equipment

Backup generation equipment shall be Costomer-provided generation equipment and switch gear. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022.

Fifteenth Revised Sheet No. 8.715 Cancels Fourteenth Revised Sheet No. 8.715

# (Closed Schedule)

### RAYE SCHEDULE: Stall

### AVAILABLE

In all areas served.

#### APPLICATION:

For lighting streets and condways, whether public or prevale, which are thoroughfaces for normal flow of velocular traffic. Lighting for other applications such as municipally and privately-owned parking lots, parks and accreational areas, or any other area not expressly defined above, is not pertraited under this schedule except for lighting in such an application that was already under this schedule prior to July 9, 1992. Lamp replacement and energy-only service is available to existing customer facilities taking service under this rate prior to farmary 1, 2017. All other services will be applicable to Customers who were active prior to January 1, 2022.

#### TYPE OF INSTALLATION:

FPL-owned fixtures normally will be assumed on poles of FPL's existing distribution system and served from overhead wires. On request of the Customer, IPL will provide special poles or underground wires at the charges specified below. Customer-owned systems will be of a standard type and design, permitting service and lamp replacement at no absormed cost to FPL. All modifications on existing Customer-owned energy-only of re-lamp lights or new Customer-owned circuits to metered sadar SL-1M Street Lighting Meterod Service tariff.

### SERVICE:

Service includes lamp renewals, pairol, energy from dust each day until down the following day and maintenance of FPL-owned Street Lighting Systems.

### LIMITATION OF SERVICE

For Mercury Vapor, Fluorescent and Incandescent luminaires, no additions or changes in specified lumin output on existing installations will be permitted under this schedule after October 4, 1981 except where such additional lights are required in order to match existing installations.

Existing Company owned non-LED fixtures such as high-pressure sodium vapor (1878V), mercury vapor or metal builde hardnaines permetted in closed tariffs prior to January 1, 2022 will be considered legacy fixtures. Service will remain as lamp renewals and fixture replacement until such time when the Company decides to no longer make available. The Company will communicate a plan to replace non-LED fixtures with LED fixtures at current applicable rates.

Stand-by or resule service is not purmitted heresuler.

### CUSTOMER CONTRIBUTIONS

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

- a) the differential cost between employing rapid construction techniques in trending, backfilling and pole installation work where no obstructions exist, and the added cost to evercome obstructions such as sptinkler systems, paved surfaces (such as address)s, corbs, guiters, and roadways), landscaping, sodding and other obstructions encountered along the Street Light bystem installation roads, including rapid and replacement. If the Customer dects to perform work such as trending and restruction, they will be reimbursed by FPE, with a credit (not to exceed the total CLAC cost) for the value of this work as determined by FPE.
- 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 Street Lighting System less four (4) times the additional annual non-fluid energy revenue generated by the installation or alteration of the Street Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

(Centinued on Sheet No. 8.714).

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Forty-First Second Revised Shert No. 8.716 Cancels Fortish Forty First Revised Sheet No. 8.716

### (Channas Steen Steen No. 2715)

These cross shall be paid by the Castonian prior to the sentiation of any community work by FPC. The Castonian study observery any additional costs associated with decime modification a requisited after the original extension has been made.

### DEMOVAL OF FACILITIES

If Street Lighting facilities are removed by either Contents request to termination or branch of the agreement, the Captomer shall pay 19%, an except signal to the original metallicidesed of the removed facilities less any salvage value and any degree atom (beaut incommon large event any degree atom (beaut incommon plan name) and over any degree atom (beaut incommon plan name) are

### MUNTHLY RATE

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<sup>\*\*</sup> The non-fiel summy chapters \* \$553. (1) g per 1/9/8.

### Charges for other FPL around facilities

Wood polarizated unity for the street legistrary system
Conserve polarizationly for the second change years
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Lander process.

The Underground conduction under paring charge will not apply others a CLAC to good paramet to account of makes "Continuer Commissions". The Underground conduction on under paring charge will apply in these situations.

### III ELTAL PROVISION

1

Where the Company provides Sections other than from himst above, the mostably charges, as applicable shall be computed as 600000.

Variable Charge: ( 30 and the Company assume metabolism of the political feature or first).

Mantemace Charge: FIT, shall see the mantemace charges in the hard for finitese that full make the special provision boost.

on whitego. If a special provision former falls between two manages, the maintenance alongs with he

energed between two existing wallages.

Now had burney Charge - Adding 12 was to

(Continued on Sheet No. 8,717)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

<sup>\*\*\*</sup> Edit mode of New York Charge, Calendary of charges is not parameter

<sup>\*\*\*</sup> More connective and facilities are alread to the pare officeive language 1, 301

Thirtsell-Thirty-First-Revised Sheet No. 8.717 Cancels Twenty Ninth Hirtleth Revised Sheet No. 8.717

#### (Continued from Short No. 8.710)

On Customer-owned Street Lighton, Systems, where Customer extenses to refer to the cost of FVL, the Moraldy Rate for more faid entrys stall to 1075) O'e per kWh of estimated usage of each one plus actuations. On Street Lighting Systems, where the Conforming circle in modal Conformer-covered mornituring systems, to Montaly Rate for non-find energy shall be \$4.200 ATT per FWE of estimated cause of each morning and plus adjustments. The minimum morally AWS per mornising device will be 1 sales all being an month, and the management morally EWS per morning device will be 5 kilometrication per morth.

Faculties in service for 15 days or new will not be billed;
Faculties in service for 10 days or more will be billed for a full month.

### WILLFUL DAMAGE

Upon the second occurrence of willful durage to any FPL-owned facilities, the Clastomer will be responsible for the cost incurred for replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, FPL will.

- Replace the flicture with a shielded cutoff cobrahead. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed after the first occurrence, the Customer shall only pay the \$280.00 cost of the shield, or
- Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the costs specified under "Removal of Facilities", or
- c) Terminate service to the fixture

Option selection shall be made by the Customer in writing and apply to all fistures which FPL has installed on the Customer's behalf. Selection changes may be made by the Customer at any time and will become effective minely (90) days after written notice is received.

### Additional Charges

See Billing Adjustments section, Short No. 8.030, for additional applicable charges.

### SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a needst equal to the fuel charges associated with the fixtures that are turned off.

### TERM OF SERVICE:

butial 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.

### RULES AND REGULATIONS:

Service under this subdide is subject to coders of governmental bodies having jurisdiction and to the camently 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.

Insued by: Tilling Colum, Sensor Director, Regulatory Rates, Cost of Service and Systems

Efficiency Laurent Lauren

Footh Lievaulb Revised Short No. 8.718 Cancels Ninth Lently Revised Short No. 8.718

### STREET LABOUR MET STREET, T.

### SATE SCIEDULE, SI-1M.

### AVAILABLE.

to sid sector environ.

### APPLICATION

For customes would legiting of street and matteries. Matter quains or provide, which are the explainment for many flow at years of provide within Lighting for other applications such as managently and provide policing for place and personations are as any other among expressly defined show, is not personal trade the attacking

### SERVICE

Single phase, of hartz and at any specialise standard votage. All service required on primates by Contorner study be tarrised through one meter. Results of survice is not permitted becomes

This service is spatific for only consumer owned madesty or area lighting. The Company will determine at its discretion a single point of service at the Company's supply lines his the container owend curvaits. The Contemps will provide the necessary equipment, including the parasitist meter can not described panel, and all criticals servicing the resource lighting system up to the point of service. The distribution system shall serve so other electrical leads except the lighting equipment disglife for this rate.

### MONTHLY RATE:

Hey Chappy

SHEETINE

Non-Fiel Francy Charges

live fings Chego

+INCLET/s per kWh

Additional Changes

See Billing Adestrones section, Sheet No. 8030, hy additional approache charges

Magner

\$10,07(7.10)

### TERM OF SERVICE.

Not less flam one (1) year.

### MULES AND REGULATIONS

Service tacker this schedule is subject to enders of governmental bodies having jurisdiction and to the currently effective "General Ridos and Registrious for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Ridos and Registrious for Electric Service" the provision of this schedule shall apply.

Insued by: Tilling Cobin, Senior Director, Regulatory Rates, Cott of Service and Systems (Wildler - June 1, 2002)

Nineteenth Revised Sheet No. 8.720 Cancels Eighteenth Revised Sheet No. 8.720

### PREMIUM LIGHTING (Closed Schedule)

### RATE SCHEDULE: PL-1

### AVAILABLE:

In all areas served.

### APPLICATION:

FPL-owned lighting facilities not available under rate schedule SL-1 and OL-1. To any Customer for the sole purpose of lighting streets, roadways and common areas, other than individual residential locations. This includes but is not limited to parking lots, benroowners association common areas, or parks. Applicable to Customers who were active prior to January 1, 2022.

#### SERVICE

Service will be ununtered and will include lighting installation, lamp epiacement and facilities maintenance for FPL-ownedlighting systems. It will also include energy from dusk each day until down the following day.

The Company, while excessing reasonable diligence at all times to famish service hereusder, does not guarantee continuouslighting and will not be hable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repoints to lines occupiement.

### LIMITATION OF SERVICE-

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

Stand-by, non-firm, or resule service is not permitted becounder

### TERM OF SERVICE:

The term of service is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new agreement under the lighting turiff LT-1 or pay the Company for the cost to the utility for removing the facilities. The Company will retain ownership of these facilities.

### EACHLITIES PAYMENT OPTION:

The Ciniomer will pay fin the fieldities in a busp sum in advance of construction. The amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of 1.1268. Monthly Maintenance and Energy charges will apply for the term of service.

### FACILITIES SELECTION:

Facilities selection shall be made by the Customer in writing by executing the Company's Premium Lighting Agreement.

(Continued on Sheet No. 8.721)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: Junuary 1, 2022

Thirty-SixthSexually Revised Sheet No. 8.721 Cancels Thirty-FillisSixth Revised Sheet No. 8.721

(Command from Short to: 8-720)

MONTHLY KATE

Facilities

Point in full

Monthly rate in sent, for Customer's what have executed a Fermion Lighting Agreemen before

March 1, 2010:

10 years payment option: 1.265% of total week ander post-

20 years mysters option: 0.848% of total work under post

Mandendro

PL's remnted costs of municiping lighting furthers

Himney

FFL reserves the right to assess a charge for the recovery of any descated belong asymm

developed solely for this rate.

Timego:

KWII Concurption for Senzonaball be estimated using the following formula:

KWH Con Warrage Conspects 353 3 boson per month

Non-Earl things:

#5-21 C/48Wh

See Hilling Admitted section, Short No. 8 230, for white not applicable charges.

Turning the unital immiliation period: Facilities in service for 15 days or less will not be billed;

Facilities in service for 16 days or more will be hilled for a full mouth,

### MINIMUM MONTHLY BILL:

The minimum mentfuly bill shall be the applicable Facilities Maintenance and Billing charges.

(Continued on Sevent No. 8 722)

bound by: Tillany Cahen, Smior Director, Regulatory Rates, Cast of Service and Systems fifeetive: January 1, 2012

Tenth Revised Sheet No. 8.722 Cancels Ninth Revised Sheet No. 8,722

(Command from Short No. 8.721)

### EARLY TERMINATION

If the Customer res longer wishes to receive service under this schedule, the Customer may terminate the Promism Lighting Agreement by giving at least (90) sarsety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the following Termination Factors to the installed cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a mentbly payment.

FPI, may also charge the Customer for the cost to the utility for removing the facilities.

Ten (10) Years Payment Option	Termination Eactor	Iwenty (20) Years Payment Option	Termination Eactor
4	1.1268	1	1.1268
2	0.9749	2	1.0250
3	0.8947	3	0.9966
4	0.9086	4	0.9702
3	0.7161	5	0.9307
	0.6169	6	0.9069
7	0.5104	:3	0.8718
7 8 9	0.3960		0.8341
(F)	0.2732	-	0.7934
10	0.1415	10 11 12	0.7501
>10	0.0000	- 11	0.7035
		12	0.6534
		13	0.5996
		14	0.5416
		15	0.4799
		36	0.4134
		17	0.3420
		18	0.2654
		19	0.1831
		20	0.0948
		>20	0.0000

### WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed item at its expense. Upon the second occurrence of willful duringe, and subsequent occurrence to those FPL-owned fluctions, the Contorner will be responsible for the cost for repair or replacement.

### RULES AND REGULATIONS

Service under this schedule is subject to orders of governmental bodies having production and to the currently effective "General Rules and Regulations for Electric Service" on tile 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirty Anni Security Revised Sheet No. 8.725 Cancels Thirty 1 (10) South Revised Sheet No. 8.725

# (Closed Separation

### EATE WHITE ENGLA

### AVAILABLE

In all-museurest.

#### APPLICATION:

For your around continue security teglining of yords, well ways not other areas. Earlies to be conved turnication shall be or because of to be a continued on the conventionally accountly accountly well and property to be a continued on a continued on the conventional of the continued on the con

It is intended that Company-owned security lights will be installed on existing Company-owned electric facilities, or short extension thereto, in areas where a steer lighting system is not provided or is not sufficient to cover the security lighting needs of a particular individual or location. Where more extensive security lighting is required, such as for large periong lots or often commercial areas, the Customer will provide the firstness, supports and correcting wiring, the Company will connect to the Customer's system and provide the services indicated below. All services will be applicable to Customers who were active prior to largery 1, 2022. All new Custom Lighting will now be offered in the lighting landf LT-1.

### SERVICE

Service includes large renewels, energy from approximately dask each day until approximately down the following day, and maintenance of Company ewined facilities. The Company will replace all burned-out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that such work is necessary. The Company shall be parnetted to enter the customer's premises at all massenable times for the purpose of importing, maintaining, installing and removing any or all of its equipment and facilities.

The Company, while corresing reasonable difigures at all times to florach service becomiler, does not guarantee continuous lighting and will not be hable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary agains to lines or ogalpment.

The Company has the right of any time to amove the light for non-payound and decline sees majors to consoners with risks accommod month.

### DMH ATTOM OF SERVICE:

This schedule is not applied to service mentally supplied on the Company is standard street lightness chedules. Company owned Societies will be installed only on Configurational policy. Configurational partition will be installed only on Configurational policy. Configurational policy of the last configuration of the service of the ser

2	MONTHLY HATE				Chara	Charge for Customer-				
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Sedimo	Vagor	6,300	300	100	PERSONAL PROPERTY.	\$2.425.41	9.004	Section 1	\$3.073.11	\$1,04
		8,500	100	311	9404007	\$2,407.73	\$2-42(.1))	Alberto to	\$3,403.35	Studie Like
	4	19,000	150	100	34,670.70	11401235	\$5442.00	SHILL SHADE	NAMES OF	\$1.50 ALM
. 19	16.	22,300	200	88	130000 12	84 May 200	Switt 1.15	\$1.0m(550)	56 75 7 20	A8435.77
	4	Att Gloss.	1999	3680	\$4.500.77	1000	Samour	Ashania and	SS ARE IN	San Straight
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	-	155,560	600	100	45.465.31	\$1,252.78	ESCHALL S	ACCUPATION.	\$60,000,12	\$5,021.76

<sup>-</sup> Chemica had stongy charge to indical place pur (W)

O Communication State No. 2 726)

Janual by: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Filertree: January 3, 2022

Thirty Seventh Lighth Revised Sheet No. 8.726 Cameric Thirty Statics worth Revised Sheet No. 8.726

### Administration Start Society 50, 8-7250

### Charges for other Company-owned facilities.

Wood pote and open of conductors:

Conserve pole and open of conductors:

Fibergians pole and open of conductors:

See 1820 1.50

See 1820 1.

For Customer extend cubbon lights, where the Customer comments to country at no cost to EPL, the mentals cate for new find energy shall be 1-5000 for EWR of estimated energy of each root plus adjustments.

See Follow Advisorants section, Stant No. 80%, for additional applicable charges

#### RESCEAL PROVISION.

Where the Company purposes facilities often than those listed above, the country's frages, as applicable shall be compared as illiform.

Facilities (Targe 1.28% of the Company's average installed cost of the profe hight fibrage, or both

Maintenance Charge: 17L shall use the maintenance charges in the significant for finance that full under the special procession based.

en williago. If a special provision fixace falls betterm two wallages, the mandeness charge will be

as regard between two crafting traffages

Non-Fiel France Change 2433,5956 per kWh

#### TERM OF SERVICE.

1

Not less than one year. In the event the Company installs any facilities for which there is an added monthly charge, the Term of Service shall be for not less than three years.

If the Customer termanates service before the expansion of the initial term of the agreement, the Company may require reimbursement for the total exponditures made to provide such service, plus the cost of removal of the facilities installed less the salvage value thereof, and less credit for all morthly payments made for Company-owned facilities.

### WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial sepair of each installad item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to those PPL-owned facilities, the Contours will be responsible for the cost for sepair or replacement.

### 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 powision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

### COMPANY-OWNED FACILITIES:

Company-count homeomer remaily will be recorded an Company a colding distribution poles and served from stating securities with the Company will provide the special formal makes from extents security technique to a discount when the largest sequence. When sequenced by the Contents and at the option of the Company, additional space of wire or a discount poles, or endergowed techniques was to until led by the Company special or the facilities for a minimum of their years and per such months the charges specified smile MONTHLY SATE.

Issued by: Till any Coheo, Sender Director, Regulatory Rates, Cost of Service and Systems.

Fifth Revised Sheet No. 8.727 Cancels Fourth Revised Sheet No. 8.727

#### (Continued from Sheet No. 8,726)

### MONTHLY RATE:

The Customer will make a lump sum payment for the cost of charges in the height of existing poles or the installation of additional poles in the Company's distribution lines or the cost of any other facilities required for the installation of lights to be served becaused:

At the Customer request, the Company will apgrade to a higher level of illumination without a service charge when the charges are consistent with good engineering practices. The Customer will pay the Company the net costs incremed in making, other large size charges. In all cases where larminates are replaced, the Customer will sign a new service agreement. Billing on the rate for the new humanize or lamp size will begin as of the next regular billing date. A humanize may be relocated at the Customer's request upon payment by the Customer of the costs of removal and crimitallation.

The Company will not be required to install equipment at any location where the service may be objectionable to others. If it is found after installation that the light is objectionable, the Company may terminate the service.

When the Company colocates or removes its ficilities to comply with governmental requirements, or for any other reason, either Company or the Customer shall have the right, upon written notice, to discontinue service bencomber without obligation orbitality.

### SPECIAL CONDITIONS:

Castorners whose lights are turned off theiring sea turtle runting season will receive a credit equal to the find charges associated with the fistures that are turned off.

### CUSTOMER-OWNED FACILITIES:

Customer-owned luminaires and other facilities will be of a type and design specified by the Company to permit servicing and lamp replacement at no abnormal cost. The Customer will provide all poles, finance, initial lamps and controls, and circuits up to the point of connection to the Company's supply lines, and an adequate support for the Company-owned service-enshaltens.

The Company will provide an ownhead service drop from its conduct secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer.

### DEFENITIONS:

A "Laminoire," as defined by the Illuminoting Engineering Society, is a complete lighting unit consisting of a lamp (balls), together with parts designed to distribute the light, to position and protect the lamp, and connect the lamp to the power supply.

A "Conventional" luminaire is supported by a bracket that is mounted on the side of an ordinary wood pole or an enumental pole. This is the only type of luminosis officerd where service is to be supplied from overhead conductors, although this luminose may also be used when service is supplied from underground conductors.

A "Contemporary" luminaire is of modern design and is mounted on top of an ornamental pole. Underground conductors are required.

A "Traditional" luminaire sesembles an Early American carriage lantern and is assumed on top of a pole. It requires an ornamental pole and and appround conductors to a source of supply.

An "Ornamental" pole is one made of conerate or fiberglass.

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

Fifty Second Hard Revised Sheet No. 8,730 Cancels Fifty Londiscount Revised Sheet No. 8,730

### PRAFFIC SIGNAL SERVICE (Closed Schools)

### BATH SCHEDULE SE-E

### AVAILABLE

In all areas served.

### APPLICATION.

Service for traffic signal lighting when the signal system and the control to opened with company a posting stoppy lines are intrafficed and instituted by Contourn and were entire poor to hanney 1, 2017.

All new or modifications on expiring Customer-second (callic nigral lights are to be mounted under SL-2M Triallic Signal Method. Service hard!

#### STRVICE

Single plane, 40 linese and approximately 120/240 visits or higher, or Company's options

### AND STILLY RATE

Non-Fuel Energy Charges:

Dase Lineary Chape

Land Street per kWh.

### Additional Charges

See Billing Advantures suction, Short No. 8700, the additional applicable charges

Minimum \$6-54.34 at each point (Coldivery)

Note: During the including habitation period of facilities.

Lights and facilities in service for (5 days or less will not be billed;

Lights and facilities in service for 1n days or more will be billed for a full month.

### CALCULATED USAGE

The Calculated Usage at each point of delivery shall be determined by operating tests or stillization of manufacturers' ratings and sponifications. The monthly operation shall be based on a standard of 730 hours, however, that portion of the operation which is on a noncontinuous basis shall be adjusted to reflect such operation.

### TERM OF SERVICE:

Not less than one (1) billing period.

### NOTICE OF CHANGES

The Customer shall notify the Company at least 30 days prior to any change in rating of the equipment served or the period of operation.

### RULES AND REQUILATIONS:

Service under this unhabitation subject to orders of governmental Andrea having paradiction and to the comortly effective "General Rules and Regulations by Electric Service" on the work the Fronta Public Service Communication by para of conduct between any province of this schedule and "General Rules and Regulations for Hocker Service" the province of this wheelite shall engly

Issued by: Tiffuny Colum, Senior Director, Regulatory Rates, Cost of Service and Systems

Freezive: dummey 1,2022

Tennic leventh Revised Sheet No. 8.731 Cancels Minit Tenth Revised Sheet No. 8.731

### TRAFFIC SIGNAL MIFTERED SERVICE

RATE SCHEDULE 11-250

AVAILABLE

half sensooned

APPLICATION:

Spikes for traffic signal lighting where the signal system with the contact to content with Contents y contact singular laws are postuled, around and manufacted by Contents

Traffic agends were green to bimorty 1, 2017 may be operating today the speed St.-1 Traffic Sugral Serving to (it is overy on) modifications on expering Camerica serving traffic agend by its under St.-2 well require the camerica to convert to a nominal serving makes that mail!

SPRYEE

Single phase, 60 hert; and approximately 100/240 wills or higher, at Company's option

MONTHLY RATE

Maio Chargo

SLAW III

Non-Fiel Energy Charges

Buse Energy Charge

SETTLE OF SPIRE AND

Additional Charges:

See Billing Adjustments section, Short No. 8000, for additional applicable charges

Minuman.

\$6467.93

TERM OF SERVICE.

Not loss than one (1) year.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having paissbotton and to the currently effective "General Bulles and Regulations for Electric Service" on file with the Florida Public Service Commission. In since of conflict between my provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

Insued by: Tiffany Cohen, Senior Director, Seguitatory Hates, Cost of Service and Systems Effective: January 1, 2022

Second Revised Sheet No. 8.735 Cancels First Revised Sheet No. 8.735

### LIGHTING

### RATE SCHEDULE: LT-1

### AVAILABLE

In all areas served.

#### APPLICATION:

For the purpose of lighting streets and readways, area lighting including packing lots and common areas, whether public or privately owned, and outfootlighting

#### TYPE OF INSTALLATION:

All new installations will be light ameting diedes (LED). Company-owned florages normally will be meanted on poles of the Company's esisting distribution system and served from overfload wires. For madway and area lighting, excluding outdoor lighting, the Company may provide special poles or underground wires at the charges specified below, in addition, the Company, at its discretion, may offer the Customer the option of Company-owned fishures attached to poles owned by the Customer. For these installations, the customer owned poles require pro-approval by a Company representative.

Children lights can only be mounted on accountly stricting distribution poles facing the customer's property.

The location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

### SERVICE:

Service includes energy from dask each day smill down the following day and maintenance of Company -owned lighting systems. Maintenance and lodes replacement or repair of any circuit component to assure the facilities are operational and safe. The Company will maintain its facilities during regular daytime working hours as soon as practicable following netification by the Customer that each work is necessary. The Company shall be purposed to enter the Customer's premises at all reasonable terms for the purpose of inspecting, maintaining, installing and removing any or all of its apapeanst and facilities.

The Company, while excrosing resonable diligence at all times to flamish service heresader, does not guarantee continuous lighting and will not be liable for damages for any interruption; deflexings or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

### LIMITATION OF SERVICE

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground source.

For outdoor lights, customer must have an active house or premise account associated with this service.

Stand-by or reside service is not permitted hereunder.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 8.736 Cancels First Revised Sheet No. 8.736

#### CUSTOMER CONTRIBUTIONS:

A Contribution-in-Aid-of-Construction (CIAC) will be required for.

- a) the differential cost between employing used construction techniques in trenching, backfilling and gote installation work where no obstructions exist, and the added cost to overcome obstructions such as spraidly systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), lambeaping, solding and other obstructions encountered along the Lighting System installation result, including repair and replacement. If the Customer elects to perform work used has tranching and restoration, they will be numbered by the Company with a could (not to exceed the total CIAC cost) for the value of this work as determined by the Company.
- highe installation cost of any new overhead distribution facilities und/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-field 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 institution of any construction work by the Company. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

### REMOVAL OR RELOCATION OF FACILITIES:

If Company owned lighting facilities are unroved by Castomer request, breach of the Agreement or non-payment, the Castomer may be responsible to pay the not book value for the fictures, poles, and additional lighting facility charges plus the cost to concern the facilities. These charges do not apply to conversions of Company owned non-LED to Company owned LED lights.

When the Company relocates or removes its facilities to comply with governmental requestreners, either the Company or the Contentor shall have the right, upon written notice, to discontinue service horounder without obligation or liability.

Facility relocations are treated as removals of facilities from the old location and installation of the new facilities in the new location. Facilities will not be transferred and remodel as a new location.

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 COMPANY OWNED NON-LED LIGHTS TO COMPANY OWNED LED LIGHTS:

For customers converting, Company owned non-LED to Company owned LED Lights, the LED Conversion Recovery Charge will apply and there will be no charge for the fixtures being simoved. Any other charges for relocation or replacement of Company owned facilities would still apply.

### CHANGE IN FINTURE SIZE OR TYPE.

At the Castomer's request, the Company will change to a lower or higher level of illumination when the changes are consistent with good originating practices. A LED fixture will be the only modification from an LED or non-LED fixture request. The Castomer will pay the net book value of the existing fixture, plus removal costs and will receive a crudit for 4 years additional revenue generated by the larger fixtures, if applicable. If changes are required to the distribution system to support the larger lights, standard CIAC changes as described on short 8.736 will also apply. The Castomer will pay the Company the net costs ascentred in making other fixture changes.

(Continued from Short No. 8 735 I)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Cancels First Second Revised Sheet No. 8,736.1

### MONTHLY RATES FOR MADVEDNANCE AND CONVERSION.

Maintenance per Fostare (FPL Oward Frohare and Pole)
Maintenance per Fostare to FPL Schaes on Customer Pole
LEO Conversion Recovery

MENUTRILY RATES FOR POLES USED ONLY FOR LIGHTING SYSTEM.

translant Wood peter Bushlant Coveredo polo Stantlant Fiberghya pela Decolativa Coveredo polo HANLIL HANLIL FINGS

Pre-107;

### MUSTRLY BATES FOR LED FIXTURES.

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1	1 1	1.50	4.50	7.50	14.50	13.30	16.50	1026	21.76	25.50	28.7%	31.55	34560	37.56	46.56	48.50
	W-1/20	1.79	1979	170	10/32	17.25	10:20	19:35	22.70	23.79	78.70	36.20	34.70	37.7h	47.76	6610
0	E 0.00	3.900	3.00	7788	19.30	13.00	10.00	19.96	22.90	25.80	18.90	23.50	1490	17.90	97.96	63.96
, TX	4 160	410	5.36	8.40	从种	1.146	规操	26.19	28.00	36.00	26(0)	92.54	15.16	48.34	91.19	14(10)
100	T-1780.	230	5.10	8.50	11.30	tain-	17:10	20'00	28.60	26.81	25.10	32.66	10.50	16.50	41.35	96.55
	4-1.00	2.50	5.50	830	11.50	14.50	12.30	-29.50	23.70	26,31	29.50	3Z%	35.50	876	41:30	44.50
G-	0.140	±30	5.76	-830	1075	10.46	17.70.	26.76	23.70	2679	29/70	72 To	12.70	74 To	41.50	64.70
- 11	1 140	2701	5.96	650	11160	1330	17.90	2006	28.00	26.59	1938	52.00	4590	38.90	事	#A392
0	8 1.00	A40	8.01	2.10	12.59	1510	18.10	23-16	28.10	25.14	MATE.	SAFE.	1630	19.10	12.19	SA 10.1
3	4 140	3.91	5.10	930	12.38	65.39	JR.30.	23.30	24.30	\$5.00	30,30	33.80	34,30	HOE:	42.00	8539
K	\$ 200	5.50	6.50	9.59	12.50	1550	38.50	21.50	24.50	25.50.	3630	33.50	3650	39.50	42.50	43.50
1.0	8 2.20	3,30	6.70	9.70	12.70	13.70	18.70	21.70	24.70	21.70	3678	38.70	36.70	39.76	42.70	43.70
34	\$ 2.40	3.30	6.90	9.90	12.90	15.90	18.90	23.90	2690	27.00	30.90	33.90	36.90	31.16	42.90	45.90
N	\$ 2.00	4,19	7.10	39.30	13.70	1830	1939	22.10	25.19	28.10	38.10	54.19	3730	4176	0.10	48.10
0	\$ 2.00	4.30	7.50	30.30	13.30	1630	39.30	22.50	25.30	28.30	31.30	34.30	3730	40.30	43.50	4630
P.	\$ 3.00	4.50	1.50	39.50	13.50	1639	19:50	22.50	23.50	28.50	31.36	34.50	37.50	41.50	48.50	46,50
0	1 1.20	A.79	2.70	311.70	13.70	16.70	38.76	22.70	23.70	28,74	31.70	34.70	32.70	46.56	43:70	.46,70
R	\$ 3.40	4.90	2.90	10,00	13.90	16.90	19.90	22,90	25.90	28.90	31.10	34.90	31.90	49.30	43:50	46.90
5	\$ 3.60	3.89	8.10	31.10	74.10	17.10	20.10	23.10	26.19	29.10	3215	33.10	3810	41.19	94.19	47.10
T	\$ 3,00	5.30	8:30	31.30	14.36	17.30	30.30	23.30	26.50	29.36	3238	35.93	3836	41.56	44,91	47.36
10.	\$ 400	5.50	8.50	11.50	14.56	1120	20.50	25.50	26.50	29.56	32.50	35.50	3830	41.50	64.50	87.50
v	\$ 4.20	3.50	6.70	11.70	1470	17.70	20,76	23,70	26.70	28.70	32.76	35.70	3870	40.70	61(5)	67.70
w	5 440	5.90	8.90	11.70	14.90	1590	30.90	23.90	56.99	29.90	92.90	\$5.90	18.90	41.50	16,90	47.90
X	\$ 1.60	6.59	9.10	12.10	15.10	1830	21.10	3610	27.10	36:10	33.10	56,00	3930	42.10	45.10	48.10
V	5 430	0.30	1.30	1230	15:30	1830	21.30	24,30	21.54	3030	31.30	36,30	3830	42,30	45.30	48,70
Z.	\$ 3.00	6.56	9.30	12.50	15.30	1830	21.50	24.50	27.50	30.50	33.50	36.50	3930	42.50	45.50	48.50
dA	A 3.00	6.70	3.76	11/4	1131	1879	21.29	24.76	2179	30.50	34.70	14.50	49.70	45.70	45.76	44.56
80	\$ 3.69	640	9.00	13.00	13.90	FR95	21,00	24.9e	27.90	30.49	1,500	10.00	A9.00	12.0m	05.99	68 (57
-cc	8 544	-1/8	1616	BH	1950	1810	11.10	104	25-10	38.18	3410	32.65	49,18.	43.35	86,00	4830
80	5'590	2.81	Thom:	1576	10.19	1946	72.05	23.30	36,30	71,30	7430	17.70	40.94	43.50	W 61	PEN
KE	6 800	7.50	30.30	13.36	18.51	19.90	22.51	25.50	39.01	31.00	1430	12.80	40.30	1125	8.5	JULE

\*1, studies of sociality from any small fire assignment to long that the department of second DD comparition bedder and influence from the new first energy charge to 2002 from per months (1000).

The new first energy charge to 2002 to 3 for the first when the first based on the content of 2002 from per months (1000).

Issued by: Tillany Cohes, Sensor Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2021

Second Hard Revised Short No. 8.736.2 Cantels FirstSecond Revised Short No. 8.736.2

### SHECTAL PROVISIONS

Where the Company procedes factors or poles other than those referenced above, the monthly charges, as applicable shall be compared as follows.

Charge: | 28% of the Company's average installed cost of the pole, hald finter, or both.

Standard marriemense fires to apply. Standard non-fact flourgy Cheers to apply.

### ABDITIONAL LIGHTING CHARGE

Any operation while leading a largery of technical required by the Compute, will be belief in addition to the above rates.

Charge: 1.28% of the Company's average untalked cost of the additional lighting facilities.

As of Jennary 1, 2027, the factor parameter in Underground Condon a will be closed to new national. Underground Conductor 4 and 5 1024 per 659.

### HILLING

1

During the intrial resolution placed.

fundament service for 15 days or less will not be ballet,

Facilities at service for to days or many call be belief for a full so sell-

For outdoor lights only, the Company has the light at any time to remove the light for non-payment and deline sew require to estimate with prior to man proment account.

### WILLSTIL DAMAGE.

Upon the record occurrence of willbit durings to any Company-swand facilities, the Distormer will be responsible for the conincianted for repair or implacement. If the lighting fixture is duringed, based on prior written instructions from the Customer, the Company will:

- If a commercially available and Company 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
- second occurrence, the Customer shall only pay the cost of the shield; or

  B) Replace with a like unshaelded fecture. For this, and each subsequent occurrence, the Customer shall pay the estimated costs of the replacement fisture; or
- x) Terminate service to the flocture. In this case, the lighting facilities will be removed from the field and from billing, the Clustomer will pay the lighting facilities charges for the remaining period of the currently active turn of service plus the cost to amove the facilities.

Option selection shall be made by the Customer in writing and apply to all fixtures which the Company 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 musty (90) days after written notice is received.

Committee Star No. 6 7309

Issaed by: Fillany Cuben, Senior Director, Regulatory Rates, Cost of Service and Systems

Third Revised Sheet No. 8.738 Cancels Second Revised Sheet No. 8.738

(Continued from Sheet No. 8.737)

### OTHER CHARGES

See Hilling Adjustments section, Short No. 8 030, for additional applicable charges.

#### SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the non-fuel charges associated with the fixtures that are turned off.

### TERM OF SERVICE

Service for outdoor lighting will be established for a minimum of one (1) year unless terminated by either the Company or the Customer.

All other services, besides outdoor lighting mentioned above, will require a Lighting Agreement.

Lighting agreements will have an initial term of ten (10) years with automatic, successive five (5) year extensions unless consecutated or terminated in withing by either the Company or the Customer at least ninety (90) days price to the current lenuris expiration. In the event of the sale of the real entire property upon which the facilities are installed, upon the written consecut of the Company, the contract may be assigned by the Customer to the Purchasen. No assignment shall not relieve the Customer from its obligations have been assumed by the assignee and agreed to by the Company.

Term of service begins upon exacution of the Lighting Agreement.

All governmental or communical / industrial customer contracts to be executed by property owner or governing body.

All existing contract turns prior to January 1, 2022 will be honored.

### RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bedies hering 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.739 Cancels Original Sheet No. 8.739

# (Clumpi Schmide)

### RATE SCHEDULE: OF HIS

### AVAILABLE

to all areas served. Anotable to any lighting contents, who, as of December 51, 2021, was taking served parameter to the countries of the fairness of the Company.

### OS-VILSTREET, ROADWAY, AND GENERAL AREA LIGHTING.

### APPLICATION:

Applicable for street, roadway, and general area lighting service under the provisions of the Company's standard contract for such service. Service hereunder includes power supply and may include lamp networks and regular maintenance. All modifications to existing or new Customer-sworld circuits to be metered under SL-1M Street Light Metered bands.

### LIMITATION OF SERVICE:

Company's owned formus will be mounted on Company-owned poles of the Company's distribution system. Customer-owned fishures will be mounted on Customer-owned poles, of a standard type and design, permitting service and maintenance at no abnormal cost to the Company. Existing company owned LED and non-LED fishures such as high-pressure sodium vapor (HPSV), mesons vapor or metal habite luminaires permitted in closed terriffs prior to January 1, 2021 will be considered logacy fictures. All now lighting installations will be covered order the lighting tariff LT-1. Service will remain as large moveds and fodous replacement until such time when the Company decides to no longer make available. The Company will communicate a plan to replace non-LED fishures with LED fishures at current applicable rates.

Stand-by or result service is not permitted berought:

### MONTHLY RATES

tone a			High Pres	somy Sod	ima Vapor			
Lamp Rating (Lumen)	Description	Lame. Watteer	Wallage	Est. kWh	Charm.	Maint. Charac	Charge	Letal Charge
				**			444	
3400	Open Bottom	70	84	29	\$5.446.75	34.84 1.97	Street, 151	36-89-72
8800	Open Bollons.	100	1.20	-83	\$2.0ml 25	\$4-65 m	53-141-17	\$3.000 11
8800	Open Bottom w/Slaidd	100	120	41	\$4941.10	54-932.00	\$4,341,41	57-207.00
8500	Acons	100	120	41	514.7210.04	1444178	\$434 41	150,0023.73
8890	Colound	100	1.29	21	\$3,000,033	\$3-800 UT	\$4-345.41	\$-4131
MROD	English Coasts	199	1.20	61.	Stelle11.51	\$5-845.0	54.541.81	\$32,4624.58
W800	Desir Single	100	120	93	\$37.6430.13	\$6.350 (5)	51,74[.1]	\$37,33 (0.64)
17600	Destin Double	300	240	-82	\$35,10(17.06)	\$16.00[7.34	\$2,482,82	\$75,610,0
5000	Cobridend	76	81.	19	\$121171	\$2.183.38	10000 00	37.078.00
8800	Cobrahmad	190	3.20	41	34444 (5)	51-422 10	\$1,347.11	\$220,700
20000	Colmbod	200	233	140	\$5.4We (2)	52-221.30	53-27.75	315 42 [ ] []
25000	Colysteat	250	292	100	NA 445 EE	\$2.007.50	\$4.317.00	E11-00 [10]
Arrong.	Colpitated	-M10	1477	164	\$1-12.77	53 62 ST	3441591	34-1-40
8920	Cutoff Cobolinal	100	1.20	61	54.4718	32.432.22	31-141-11	F 88 20
25000	Cutoff Cotraless	250	297	100	X 5-40 1-510	\$2.347.50	5340 44	Di 11 1 10
BIQ00	Careff Coheshead	MHO.	477	164	54/124/1	13-4/10	******	S11-011-79
25000	Beschirt Mount Cas	250	292	100	STEEDITTO	\$4-31-0-55	84 121 11	37 1121
25900	Trainer Topy 6.38	250	292	4.00	B15.6617.73	54.22465	24.133.41	B-17115

Issued by: Tiffany Cohin, Senior Director, Regulatory Rades, Cast of Service and Systems Effective: January 1, 2023

First Revised Sheet No. 8.739.1 Cancels Original Sheet No. 8.739.1

siriat Loren			High Press	ry Sadis	mi Vacour (contin	med)			
Rating	Description	Long. Wattur		Est. kWh	Charge Charge	Maint. Chiras	Charge	Letal Charge	
.luce00	Brocket Mount Ch	S 400.	-168	ini	San Dell'Ann	41.00(10)	48,425.50	570 1423	
70000	Smill ORL	200	233	90.	TO MESSIO	\$1.141.73	\$34452.75	\$14,6421.52	
25000	Smill Oiti	250	292	100	\$23 WELLS	\$4-154.00	\$2,377.11	STREET, E	
86000	Small Oith.	1900	477	164	\$12.011114	\$4.15(.15)	\$5.575.04	\$33,7124.5	
20000	Large ORL	200	233	301	100402237	Sept-47.13	\$2,437,73	\$30,4437.7	
66000	Large ORL	400.	477	154	\$12,6274.7/	\$7.277 97	\$4.325.61	\$26,0230 \$	
BHC00	Shorbox	1000	A17	464	\$10.841 LWO	53 701 13	164701	\$10,0071-0	
16000	Directional	1.50	107	180	Seriesou	52-462,68	\$7.357.31	SAG-STEEL ST	
20005	Darenoud	200	233	:80	-	\$3,763,54	\$5,632.75	\$1447[5.6	
66000	Directional	450	127	204	Sm. 657 17	\$2442.8°	\$3.275.65	3111715	
125000	Large Floot	1000	1105	379	210-26 [1-21	\$26 M. T. P.	\$12-40]110	\$36.6428.3	
lettial			21	ctal Hall	de				
Laure Sating (Limen)	Description	<u>Lamp</u> Wattage	Line. Wattage	Est. hWb	Charge	Maint. Charge	Charge Charge	Charge	
12000	Author	FTS	210	TZ	SAMES IN THE	SANCEST	\$3.543.07	\$39,3035	
12000	Colonial.	175	210	72	\$4,124.25	\$3.163.07	\$3,865.17	Shearing	
12000	English Couch	175	210	72	\$14,000,7.95	\$4.507.30	52-542-12	\$21-7627	
13000	Destin Single	175	210	72	\$87,0430.61	\$0.00(0.91	\$5,247.47	\$30,0813	
24090	Destin DesMir	190	4227	1.64	\$54-3561,63	\$48,3430.32	5474195	Simento	
32000	Smill Plood	400	676	103	See 27.75	\$2,003.05	\$1.115.00	\$149015	
32030	Small Packing Lot 100		176	163	510-5113-15	14314.71	\$5.535.00	500,0023	
100000	Large Poxed	1000	1100	378	\$0.5a10.1d	SN Stee St	\$15,35(7.00)	\$97,6429	
100000	Large Parking Lit	1000	1100	378	521 Ja2171	\$110 <u>8.41</u>	\$60 3 17 00	SACRE!	
time			Metalli	alide Pu	lse Start				
Lamp Entire Lament	Description	Lamp Wattage		No.	Picture Chasge	Maini. Charge	Choras	Total Chira	
73000	Apple	1.00	196	ob .	SCHOOL IN 18	81400-1	0.407	1544427.0	
63(100)	Criternal	150	150	65	\$6.41.71	30-70111	32442.23	34000(图分	
1.5000	Fralish Chick	A50	400	65	\$67.3416.74	Autoby 5	40-14/-2X	\$34,402750	
15000	Disease States	250	198	62	SAL MORE RES	\$50 miles (17.78)	10.22114	\$400000	
18/00	Deter Double	900	100	150	\$74,000,74	\$31,6624.03	4438430	lear-fleads v	
13000	Smill Plant	340	630	13/5	4.7 July 2.4	<b>WARRY 188</b>	down 7	talle Ca	
1300	Struten	380	400	137	\$9.11E-79	\$34ms.73	SAME TO	MITTERS IN	
58500	Vicon	T9)	941	750	Record by	Assetting the	No all to	\$25.600 AV	

Insued by: Liffany Colon, Senior Director, Regulatory Bates, Cool of Sorvice and Systems Effective January 1, 2023

First Revised Short No. 8,739.2 Cancels Original Short No. 8,739.2

			Ma	renry Van	mar.			
Lango Ratter (Lunera)	Description	Lamp Wallage	Mattage Wattage	EM	Charge	Mant. Charge	Lacres Charge	Total Charge
7900	Oper Bother	175	193	167	\$2002.01	\$144131	\$5-107-10	\$6,020 15
3200	Cobellinut	1/16)	1314	39	5449483	\$1407.30	\$1.301.34	STAR F
7008	Cobrahead	179	277	05	\$493 <u>535</u>	31-182-03	\$2.102.10	\$2.000
17000	Colmised	400	442	152	\$6,200,30	\$2,302.01	\$407577	\$40-7011 T
48900	Cobrahani	1000	1000	372	\$44-9017.03	54.434 50	\$13.4812 TO	\$220220
17000	Directional	600	167.6	163	\$2.410.47	\$3.501	45.33500	847 3218
				LED				
Nomigal Delivered		Lamp	Line	tist.	Fixture	Mahrt	Energy	Tabl Clare
Lomen	Description	Wattage	Wattage	EW h	Charge	Chirps	Charge	
3776	Assess	73	15	26	S10-021.81	MAGAIL N	\$4.85b,80	\$30.5033
1440	Street Light	72	72	23-	\$13.07(0.97	\$4465.78	50.020.80	\$41,6423,5
2820	Acom A5	56	M.	19	CT   1750 C	\$8.249.75	- Sec. 450 155	\$35.3936.6
5100	Coleabald S2	73	75	- 25	\$6.700,87	8414132	\$9,000,50	\$34.3312.2
10200	Cobrabined S3	135	1.35	-66	\$2.265,16	\$4-45.17	\$4.441.58	\$440415.2
6320	ATBI 105 S3	105	105	24	\$15,007.7.YZ	Select OI	\$4-10174	\$40411570 V
23240	ATB2 286 54	- 280	780	99	\$13.60) I 16	22-100 In	\$2,41.30	523-422510
7200	E192 A3	132	132	45	\$30 (33) (33)	58.440.50	14-47(.5)	\$40-44-15-21
9900	ELST SAW	150	152	54	\$30,1027/00	\$4,090,83	84-371.80	ESS-1-01-5
7377	WP9 A2/82	140	1.80	48	\$46.6951.35	\$46-4617.05	\$4,623,65	563 48 0 1
15228	Dovin Dueble	210	210	72	\$75.4378 TX	\$31,5417 (6)	\$3.301.17	\$100,001.18
9030	ATB0 108	108	108	37	\$222.02	\$4.783.10	\$1-01/122	\$13-21152
16-40	Colonial	45	45	13	55-109.70	\$5.065.91	\$6,400,92	\$13.5415.0
5032	Loi Colornal	23	72	23	E165[U.1	\$500p.34	\$6.600(6)	510 To 15.31
4204 5510	Society Lt	62	43 62	15	\$4.265.147 \$5.286.33	\$3.443.97 \$3.643.97	\$5-400.72 \$5-400.72	\$10.0610.0
32327	Rondony I Gallery over	015	335	108	\$24mm3.6.12	511 - [2.8]	\$3.333.77	\$30.00 (0.00 \$30.00 (0.00
38230	Galleon 7sq.	370	370	(77	\$340029.87	Marie Land	\$436176	SALUSTER OF
53,800	Dallerin J. Univ.	52%	928	134	\$1.03.20	STATE IN	31-02-7	\$50-500-3
36000	Hood to W	471	121	148	Spinster 11	\$0-06(E-77	\$4.754.00	\$45 kg/sm
3355	Walled Carl	100	6-044	30	\$45.6e282.0	30.33 1.10	\$4,023,27	STANSES
1650A	Dolden Assail	3	52	25	COLUMN THE	1211514	50.400 (10)	NOT HERE!
10022	ATTIO TO	- 13	77.	-28	4-18-16	24/00/04	BLADE M	\$12 Jul 53
14002.0	4790 199	191	101	34	2 29 (K)	PERCA	Bank (2)	824 Tal 2 A
30979	ALBS TAX	279	-201	54	ATT OF THE OWNER, WHEN	\$¥ ++8,3±	\$3-00,7.25	Can 1978 A
99214 (350)	Boulery I	140	99	51	10 m	A4004.77	84-HE //	PH-HEVE
26381	Stoadway 5 Recoloury	285	1.97	100	E849 1	3440 1	\$4.047.30	MARINE S
(0)63	Coloral Large	73	72.	25	89-4810.01	3446363	\$9-A00-16	\$15.1616.3
4339	Colonal Smill	45	45	15	\$8,080 57	34490.44	50-min 32	\$443415.5
8751	Accen A	81	85	28	51m325113	\$\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	\$4.400 %	\$24,0737.6
reibe.	Destri	00	199	34	\$41.4633.T)	\$44.4410.35	S4441.17	3444433.1
37400	Book Luga	297	297	182	\$1-4028 T4	\$2400.55	Sa.342-1	DIMENTS
	Flood Median	118	248	75	\$44.675.40	45 146 15	\$2.407.53	\$31,477,050
28790	Flood Smill	130	1.50	52	\$17-1413.70	\$4-457.00	\$4 701 79	The Labor to

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

First Revised Sheet No. 8,738 5 Cancels Original Sheet No. 8.739.3

(AD) (Continue d)								
Nantinsi Deliverest Lauren	Description	Lann. Wattage	Variage Wattage	Est	Charge Charge	Maint. Charge	Energy Charge	Lotal Charte
23588	A7B2 210	208	208	175	S10/81105	\$145.79	\$2,002.34	\$20.000 LT
8575	Desire	.73	27	26	524.6857.07	SERLES STR	\$0.60[7]	\$21,400 UT
19.58	Desiry Wallate	56	56	14	\$28.0637.44	542.041242	Shabin!	SECTION
8212	AUL Roadway ATUS 3K.	-746	76	26	2414105	STANSON.	taken at	15 2 79,72
Bid3.	AEL Roudeny ATTIS 4K	76	76	24	3414163	\$3.563.68	MH-490257	58-379-77
5300	Cress RSW Amber - XL	140	LAE	49	381-413-12	\$00T.II	\$1,001.00	\$50.0077.79
3715	Cive RSW Amber - Large	92	92	37	\$8.41/134	4426591	\$648110	\$14F4[4.59
7300	EPTC	6.5	-65	22	\$63-0215-28	\$1862.52	\$9,229.70	\$21-3423/06
3858	Cont Amorrosa Bact 36	34	38	1.3	\$8.742.41	\$9.00115	\$0-490.75	· BURNING .
5615	Cost American Blact 4k	No.	- 34	13.	\$5.716.AL	\$3,70(15	16-49-35	SEATTING
16593	AEL ATHIS GOV.	133	133	46	SHIRTTS	\$4341.67	\$1-51.55	312-19-10
0.986	Hotophiese Georgestin 31K	5.0	51	18-	813.3615.25		\$0.500,02	\$21 4024.21
17000	Cror XSPM	95	95	35	16-03-82	\$4431.55	94-81.0	SHARLING

<sup>\*\*</sup> Estimated Monthly kWh - (Line Wattage x Annual Operating House) (1980 x (2))

# ADDITIONAL FACILITIES CHARGES:

The above rates apply to lighting installations made on the Company's counting evolved distribution system. Any special or additional Siculation, which may be installed at the Company's option, will be billed or addition to the above rates

```
13 ft. descriptive determine pole used unity for descriptive lights (Colonial, Austra, or English Colonial; $46,000) 1.32.
```

<sup>\*\*\*</sup> Energy Charge - \$2735 (VichWhix Estimated Morthly 1Wh Usage

<sup>13</sup> ff. decorative high place concrete pole used only for decorative lights (Celonial, Agent, or English Couch) \$17,48[8,73]

<sup>16</sup> W december have alterarium pole with it." Tenon used only for december hights ( (both) Single of I builds).

<sup>113-111-111</sup> 

<sup>17</sup> ff. desensive have eluminary pole med only for describe lights (Colonal, Acon, or English Couch) \$10.000 ff. ft. (14 ft. vacuating beings) allors many describes. York pole \$40.000 ft. 11

<sup>20</sup> ft. (16 ft. recepting long bt) alternature decorate a Court pole \$1.4.75 [4, 1].

<sup>20 0</sup> Blooplass gote used only for decreative lights (colored) \$23.67 at

<sup>20</sup> ft. (b) ft. escaring height) alternment, round, inpured pole (Spin Force) fa-line ?"

<sup>26</sup> ft. (16 ft. according bright) alumman, rossal, improved pole (Walded) forum \$23,500 (2 m) 25 ft (20 ft. mounting beight) alumman, rossal, approving beight \$22,500 (1) ft.

<sup>30.0</sup> mont pole \$4.67<u>a.33</u> 30.0 concrete pole \$4.54<u>cm.)</u>;

<sup>30</sup> ft. (frongliss pole with concern, utelkir Ameri podestal issel primarity for the 105 000 Lauren Large Parting Lat. Bidury S48-Dave 78

<sup>30</sup> ft (25 0. messetting height) abarement, mittel, legented pelle his 32 54 52 52 53 50 6 alsomerate pelle treat tenth consents adjustable have \$25.5 54 54 52 53 50 concerns pole \$63.664 71 71

<sup>15</sup> ft assente pole (Tenon Top) \$44-74-10-04

Charge for 35th worst pole hand? (1)

<sup>55</sup> ft. (30 ft recording beight) characters, round topical peint 27 107 107

<sup>40</sup> ft wood pole \$6.465 27

et fl. commié pole (Tenon Topo \$25.44.17 au

ZZ 61 abgrussum polic Salk-2017 1

<sup>25</sup> ft abremenne pole Sanata 7 90

Hi fi almonton pain with R was \$200 to 100

Livit Revised Sheet No. 8,739.4 Cancels Original Sheet No. 8,739.4

## ADDITIONAL FACILITIES CHARGES (Commod):

```
30 ft. about this year with 10" arm $41-60.0 51
30 ft. diamonar pole with 17 attr $34.00 [3.3]
35 ft absenting pole with 8° attr $44.81 (1.0
35 ft absenting pole with 10° attr $44.81 (1.0
35 ft absenting pole with 10° attr $44.81 (2.1)
40 ft. alumenum pole with 8° arm $40.2450.01
40 ft. alumenum pole with 10° arm $47.6653.
60 ft. aluminum pole with 12° ann $40,4653 33.
16 ft. aluminum decentive arten pole $17,4818 73.
16 ft, aluminum decorative after pole with human arms $24.30(1)
40 ft. coverete pole 351-2017 28
 45 ft. wood pole $8-149_[1]
50 W. wood pole Sumaio wa
18 ft. aluminum, primit tapered pole $2.848.00.
14.5 ft. concerns, result tapered pole $14.42.0.74
Single sum for Stockers Small Parking Lot System $4.44.2.00
Double and for Shortest Small Parking Lot festure $1-41-25
Tople are for Stucker Small Parking Let fother $4.00.1 (1)
Quadruple son for Sheeboo/Simil Parking Lot fixture Casta | | |
Times Top adopte for 100,000 Lames Large Parking Let fixmed 442 § 1.
Clarge for optional 100 amprolar $27.44 § 1.7
25 kVA transformer (in re-custod) for 40,000 Lames Stockov, 72,000 Lames Small Parking Let. or 100,000
Larren Large Perkour Les (kenauts) $37 art 12-57
25 kVA Sansferper (courtain for 4s 200 Luman Shoobon, 32,000 Luman Smill Pathing Lot, or 700,000 Luman
Lauge Parking Los Detrard at $45,000,000.2
```

Air other inflational facilities shall be talked at L250 per morth of the Company a cost. Such (is after a may intimite. But are not limited to, additional overhead or underground writing and special poles approved by the continuous.

# VANDALISM OWILLIEUR DAMAGES:

The Customer will have the following three options on the second occurrence of vandatum(willful damage) to a Company focuse:

- Pay (a) the total repair costs of the fixture or the original total installed cost of the fixture less any depreciation
  and salvage value plus the removal cost if the fixture cannot be sepaired and (b) the total installed cost of a luminaire
  protective should. If the fixture is not compatible with the shield, then the fixture will be replaced with either a compatible
  100 watter 250 watt cobrahead fixture.
- Request that the damaged fixture be replaced with the same type of unshielded fixture. For this and any subsequent occurrence, the Customer will pay either (a) the total repair costs of the fixture or (b) the original total installed cost of the fixture less any depreciation and salvage value plus the removal cost if the fixture cannot be required, or
- Discortinue the service to the fisture.

The Customer must worth the Company in writing of its selected option. The Customer may obcose to pay the total installed cost of a luminair o protective shield after the first occurrence of vanishing (willful damage) to a Company fixture and save the costs instanced in 10a) above.

lasted by: Ulfany Caken, Senior Director, Regulatory Rates, Cost of Service and Systems

First Reyned Smat No. 8.739.5 Carnells Original Sheet No. 8.739.5

# MONTHLY KATED + CUSTOMER OWNER WITHOUT KELAMPING SERVET AUGIEMENT.

Content oward strong and grown are lighting forces which content to the spicifications of Companies and findings are provided by the appropriate charges for each stock above. Endogree-would are a modelot, and general area to their existing a viters of the Companies of the Companies area to the restrict of a 1222-153/EWh of the returned EWh maps of such an information coupling that it is approved in advance as to accessibility to be signife to retempt service. The Companies enlightness of all prices, there is a large of a such a such a such as a such

## MONTHLY RATES - CESTOMER OWNED WITH RELAMPING SERVICE AGREEMENT.

The monthly rates set forth below cover both the electric service (if unrestered) and the replacement of lamps and photoelectric controls upon routine failure. Lamps or photoelectric controls damaged or destroyed due to variabless or willful abuse are not occurated by the agreement and will only be rapfaced at the Customer's expense. Customer-owned equipment must be approved as advance as to compatibility with Company-owned lamps and photoelectric controls and accessibility to be eligible to receive service. The Customer will provide all pole(s), fixture(s), initial lamp(s) and photoelectric control(s), and enturit(s) up to the point of connection to the Company's supply lines (point of service), and an adequate support for the Company-owned service conductors. The Company will provide an overhead service drop from its contriling secondary conductors to the point of service diagrated by the Company for Customer-owned lights. Underground service conductors will be installed in lices of the overhead conductors at the Customer-owned lights. Underground service conductors will be installed in lices of the overhead conductors after allowance for the cost of equivalent overhead services conductors and any trunching and backfilling geographed by the Customer. The distribution system shall servic no other electrical leads except the lighting apparent cligible for this rate. The Customer remains responsible for all maintainance other than the replacement of lamps and photoelectric controls.

# MONTHLY RATES: CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT.

		High Press	our Sodie	o Vaner				
Initial Laure Rating (Lauren)	Lamp Wattage	Wattage Wattage	KWh	Retamples Charge	Charge	Charge		
3800	100	170	41	\$9.740.81	5134141	\$1-067.00		
16000	150	197	48	\$6 140 83	49-337.37	\$2,027.17		
20000	209	237	617	\$6.769.82	\$3.455	\$2,375.37		
25000	250	292	100	\$9.000 81	\$345-3.44	3400121		
46000	400	477	104	\$6,750.60	50.025.64	3415.4		
125000	1000	1308	179	SOUTH OF	\$63.001105	SILATELL		

First Revised Sheet No. 8,739.6 Causely Original Sheet No. 8,739.6

# Metal Halide

Lamp Rating (Lumen)	Laup. Waltage	Line Waltage	Ed.	Relamping Charge	Choras	Total Charge
12000 (10000)	1000	474/ 1100	163 378	\$4.465 (N	\$6.255.00 \$63.5117.00	\$4.230.39 \$46.20(6.7)

\*\* Hampated Monthly & Wis - (Line Wattage & Armail Opening House) (1000 x i 2)

\*\*\* Energy Charge \* \*\*\* (1) je leWh s Estimated Morethly &Whi Hage

The Total Charge shows above to fix as constant fiction. If the service is mound, there will be no Energy Charge following the rate.

## AUDITIONAL FACILITIES CHARGES FOR CUSTOMER OWNED.

Any special or additional facilities, which may be installed at the Company's option, will be balled to addition to the above.

Contented-second faces

Charge for 35 ft, wood poin \$4.65 721

All effect additional fiscilities shall be billed at 1.28 percent per month of the Compute's our

## PROVISED FOR UP PROST PAYMENT OF ADDITIONAL FACILITIES.

At the Customer's option, the cost of the additional facilities may be paid up front in item of a morefully charge. Should the Customer choose this method of payment, the amount will be the Company's total installed cost for these additional facilities for overhead or underground distribution electric service. The Company will setuin ownership of these additional facilities.

The useful life of the pole(s) is 30 years from the installation date, and the useful life of the wire, cyclodis, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, cyclodis and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Castomer, and the billing of these facilities will remain as as. However, if any of these facilities have to be changed out or or after this date, then the Castomer will have the option of one of these billing methods for the additional facilities that are replaced. (1) paying up from for the total manifold over of the replacement of the additional facilities, (2) paying a mentiley change as provided in the tariff, or (3) discontinuing the ununfood electric service.

# PROVISION FOR UP FRONT PAYMENT OF FIXTURES.

At the Contener's option, the cost of the feeters(s) may be paid up front in lieu of paying the morehly Total Charge of the fixture(s). Should the Customer choose this method of payment, the amount will be the Company's total installed cost for the fecture(s). The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a morehly-basis, the Customer will guty only the histoterance and Enterer's Charges for the fixture(s) to lieu of the total of the Fixture, then Interest. and Enterer's Distance and Enterer's the fixture(s) to lieu of the total of the Fixture.

The earth bit of the filters (see 15 years from the installation that if the filters) half-proof to the clear, the filters (s) will be clarified out of no person that the Contents, and the follows of filters (s) will person as as filters on the filters (s) the outer of the filters (s) that the content will have the option of one of the butters) and installations) that is explained. (1) payone up from for the total annualization of the replacement of the filters (s) and installations to pay on a manifely best the Maintenance and Energy Charges for the Tenture(s), (2) payone the meanthy Total (Target of the Onlines) as provided in the hand, or (5) the continuing the installation of the filters of the filters of the filters of the filters.

Original Sheet No. 8.739.7

# PROVISION FOR CHANGING TO DIFFERENT FIXTURE BEFORE CONTRACT EXPIRES:

The Company will charge out a fixture(s) currently being billed to a customer to a different type of foruse(s) at no cost after the expiration of the initial contract term. If a Customer requests that the charge out he made prior to the end of the initial contract term, the Customer will be billed labor and overhead costs for the removal of the old fedure or parts necessary for the conversion (lump, ballast, etc.) and the installation of the new fixture or parts necessary for the conversion damp, ballast, etc.). The Customer will then begin paying the prior in the tariff applicable to the new fixture(s) that was installed.

# TERM OF CONTRACT (OS-1/II):

Service under this Rate Schedule shall be liv an initial period of not less than three (3) years and shall remain until terminated by notice to either party by the other. When additional facilities are required, the Company may require a contract for a longer mittal period.

# DEPOSIT/OS-17D

A deposit amounting to twice the estimated average monthly bill may be required before service is connected, at designated processes. The deposit may be applied to any final bills against the Customer for service.

# ADDITIONAL CHARGES (OS-L/ID:

See Billing Adjustments section, Sheef No. 8030, for additional applicable charges.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Seventh Revised Sheet No. 8.743 Cancels Sixth Revised Sheet No. 8.743

## RECREATIONALLIGHTING

(Closed Schodule)

# RATE SCHEDULE: RL-1

## AVASLABLE

In all areas served. Available to any customer, who, as of January 16, 2501, was either taking service pursuant to this schedule or had a fully exceeded Recreational Lighting Agreement with the Company.

#### APPLICATION:

For FPL owned facilities for the purpose of lighting community recreational areas. This includes, but is not limited to, baseball, softball, soccor, tentis, and basic/fball.

## SERVICE

Service will be rectered and will include lighting installation, lump replacement and facilities maintenance for FPL-owned lighting systems.

The Company, while exercising reasonable diligence at all times to furnish service humander, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reservos the right to interrupt service at any time for necessary repairs to lines or equipment.

# LIMITATION OF SERVICE:

Itestallation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, usually and economically accessible to the Company equipment and personnel for both construction and maintenance.

Stand-by, non-firm, or rusale service is not permitted horounder.

# TERM OF SERVICE:

The term of service is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement costs. The Company will retain ententhing of these facilities.

# FACILITIES PAYMENT OPTION:

The Customer will pay for the facilities in a lamp sum in advance of construction. The amount will be the Company's total work order cost for these facilities times the Present Value Revenus Requirement (PVRR) multiplier of 1.1268. Monthly Maintenance and energy charges will apply for the term of service.

# FACILITIES SELECTION:

Facilities selection shall be made by the Customer in writing by essenting the Company's Recreational Lighting Agreement.

(Continued on Sheet No. 8,744)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fighth Revised Sheet No. 8.744 Cancels Seventh Revised Sheet No. 8.744

(Continued from Sheet No. 8.743)

# MONTHLY RATE:

Facilities:

Monthly rate is zero. Paid in Bill: 10 years payment option:

1.265% of total work order cost.\* 0.848% of total work order cost.\*\* 20 years payment option:

. Both (10) ten and (20) twenty year payment options are closed to new service, and are only available for the duration of the term of service of those customers that have fully executed a Recreational Lighting. Agreement with the Company before January 16, 2001.

Maintenance: FPL's estimated costs of maintaining lighting facilities.

Billing. FPL reserves the right to assess a charge for the recovery of any dedicated billing system

developed solely for this rate.

Charge Per Month: Company's otherwise applicable general service rate schodule.

See Hilling Adjustments section, Short No. 8 (90), for additional applicable charges.

# MINIMUM MONTHLY BILL:

As provided in the otherwise applicable rate schedule, plus the Facilities Maintenance and Billing charges.

(Continued on Sheet No. 8.745)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Sixth Revised Sheet No. 8.745 Cancels Fifth Revised Sheet No. 8.745

## (Continued from Short No. 8.744)

# EARLY TERMINATION

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Recreational Lighting Agreement by giving at least (90) mustry days advance written notice to the Company. Upon early termination of service, the Customer shall pay an attenual computed by applying the following Termination Factors to the installed cost of the Solities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the Bolities in a lamp sum in lists of a monthly payment.

FPL may also charge the Customer for the cost to the utility for removing the facilities.

Ten (10) Years Perment Outloop	Termination Easter	Twenty (20) Years "Parment Option	Termination Easter
1	1.1268	30	1.1268
2	0.9748	2	1.0250
3	0.8947	3	0.9994
4	0.8086	2 3 4 5 6 7 8	0.9702
4 5 6 7	0.7161	5	0.9397
6	0.6169	6	0.9069
	0.5104	7	0.8718
9	9.3900	H	0.8541
9	0.2732	9	0.7936
10	0.1415	10	0.7501
610	0.0000	24	4.7033
		12	0.6534
		13	0.5996
		14	0.5419
		15	0.4799
		16	0.4134
		17	0.3420
		18	9.2654
		19	0.1831
		10 12 13 14 15 16 17 18 19 29	0.0948
		^20	0.0000

# WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Customer will be responsible for the cost for repair or replacement.

# 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 achedule and soid "General Rules and Regulations for Electric Service", the provision of this schedule shall apply

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Twenty Fidth Scuth Revised Sheet No. 8.750 Cancels Twenty-Fee-th Lifth Revised Sheet No. 8.750

## STANDBY AND SUPPLEMENTAL SERVICE

# RADESCRIPTUAL SYTA

## AVAILABLE

to all uses erved. Service cashe for one schools is only contenue by contenue by a service to the complete most energy of the contenue of the

## APPLICATION

For electric service to any Customer, at a point of delivery, whose electric service requirements for the Customer's load are supplied or suppliemented from the Customer's generation equipment at that point of service and require standby and/or supplemental service. For purposes of determining applicability of this rate schedule, the following definitions shall be used:

- (T) "Standby Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by the Contemp's own generation equipment sharing periods of either scheduled (maintenance) or unscheduled (backup) outages of all or a portion of the Contemp's generation.
- (2) "Supplemental Service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Contomor's own generation equipment.

A Customer is required to take service under this rate schedule if the Customer's total generation capacity is more than 20% of the Customer's total electrical load and the Customer's generative see not for emergency purposes only.

Customers taking service under this rate schoolals shall enter into a Standby and Sopplemental Sovice Agreement ("Agreement"), however, failure to execute such an agreement will not per-empt the application of this rate schedule for service.

# MERKET

Three phase, we have, and in the evaluate standard voltage. All service supplied by the Company shall be demand discount on manning point. Results of service or company that therepide:

Transformation Robin - TR: Start No. 8 820; does not apply to Samily Service.

# MONTHLY RATE:

STANDBY SERVICE Delivery Voltage	pler virul	Belowallay	era utve	WAY & About SST-
Contract Survitor Demand	SST-1/DIT Delow SOTAW	SST-1(D/I) (D/In)   909   IN	1501 EW A	All Lands
Base Charge Terminal Charges	\$143.33[73.13	\$165.23[75.48]	1444.12011/7	CONTROL STATE
Base Demutal ( Surgers Description Demutal Charge per &W of Commun Standby Demutal	2202750	\$3,904.70	(202) 11	56A
Reservation District (Though yet kW)	\$1.002.07	\$1002.07	\$149207	\$1.70 <u>1.00</u>
Louisy Demond Charge per hW five each shifty mercures Charlesia Standing Comment	See Let	30-0.70	\$804 <u>110</u>	sunsu ty

(Continued on Steet No. 8.751)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2021

Thirty-First Securit Revised Sheet No. 8.751 Cancels Thirtieth Universities Revised Sheet No. 8.751

## «Commissio from Sheet No. 8/750)

Delivery Volume		Balow of KV		60 KV & Above	
Contract Standby Dennial Step Pad Engary Change	\$57-14041 Julian 5003-W	500 to 1 009 LW	2500 kW & Above	All Levils	
these Exergy (Tangers On-Peak Veried charge per FWh	G-ULLY HIER	2.0330,9700	E-1111 015¢	######################################	
Del Peak Period charge per kWh.	AGENT WAS	month of the	SAKED STREET	AMERICAN PROPERTY.	

#### Additional Charges:

See Edding Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the Base Demand Charges.

## DEMANDICALCULATION:

The Demand Charge for Standby Service shall be (1) the charge for Distribution Demand plos (2) the greater of the sum of the Daily Demand Charges or the Reservation Demand Charge times the maximum On-Peak Standby Demand actually registered during the month plos (3) the Reservation Demand Charge times the difference between the Centract Standby Demand and the maximum On-Peak Standby Demand actually registered during the month.

# SUPPLEMENTAL SERVICE

Supplemental Service shall be the total power supplied by the Company minus the Standby Service supplied by the Company during the same matering period. The charge for all Supplemental Service shall be calculated by applying the applicable intail rate solution, excluding the Base charge.

# RATING/FERIODS.

## On-Peak

November I through March 31: Mondays through Fridays during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thurbogiving Day, Christmas Day, and New Your's Day.

April 1 through October 31: Mondays through Pridays during the hours from 12 noon EST to 9 pm. EST excluding Memorial Day, Independence Day, and Labor Day.

# Off-Peak:

All other hours.

# CONTRACT STANDBY DEMAND:

The level of Customer's generation requiring Standby Service as specified in the Agreement. This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or price 23-month period less the amount specified as the Customer's load which would not have to be served by the Congrupy in this event of an ounge of the Customer's generation spagness. For a Customer's load which would not have to be served by the Congrupy in this event of an ounge of the Customer's generation spagness. For a Customer's generation opening of the Customer's Service as identified under Special Provincia, the Contract Standby Demand shall be necessary and actually served by the Congrupy stands that the outer south or price 23-month period.

A Continue's Contract Standby Deputed may be no established to allow for the Selecting adjustness.

Demand trebutives a writing than the metallitation of EPI. Demand SA: Management Mostates on EPI. Research Proper officiency missions, or

() The Short No. 8 74 ()

Issued by: Tiffany Cohen, Senior Director, Regulatory Rales, Coat of Service and Systems Effective: January 1, 2022

Fifth Revised Sheet No. 8.752 Cancels Fourth Revised Sheet No. 8.752

#### (Continued from Sheet No. 8:751)

- Demand reductions resulting from the installation of other permanent and quantifiable officiency measures, upon verification by FPL, or
- Permanent changes to customer facilities that result in a permanent loss of dectric load, including any fial substitution resulting an permanently reduced electricity consumption, upon venification by EPL.

The re-established Contract Standay Demand shall be the higher of the actual Contract Standay Demand orientated in the next billing period following the Contract's written request or the prior Contract Standay Demand minus the colculated demand reduction. Requests to re-establish the Contract Standay Demand may be processed up to write per coloridar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

# STANDBY DEMAND:

When the Customer's generation is ion than the minimum normal operating level as specified in the Agreement, the Standby Demand in the lesser of (1) the Contract Standby Demand minus the Customer's load being served by the Customer's generation, but not less than zono, or (2) the level of Demand being supplied by the Company.

# DEMAND:

The Demand is the kW to the recent whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of the Customer's greatest use during the month as adjusted for power factor.

#### TERM OF SERVICE:

Not less than five years. The Customer shall give the Company at least five years written notice before the Customer may transfer from service under this rate subschile to an applicable rotal rate schedule. Transfers, with less than five years written notice, to an applicable rotal rate schedule may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company, and the Company's other natepayers.

# SPECIAL PROVISIONS:

The Customer will allow the Company to make all necessary amogeneers to meter (1) the arrosses of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment and, if the Customer is interconnected seed operating electric generating equipment in parallel with the Company's system, (2) the capacity and energy supplied to the Company by the Customer's generation equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintanese costs incurved by the Company for the motoring equipment required in (2) and (3) described above. The Company shall retain ownership of all metering equipment.

Where the Customer and the Company agree that the Customer's service requirements are totally standby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generation equipment provided that where only Standby Service is taken, (1) the Customer and the Company agree to the maximum amount of Standby Service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from the own matering as is necessary to permit analysis and reporting of the load and takey elanastoration of Standby and Supplemental Service.

# 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 haveon any provision of this schedule and said "General Rules and Regulations for Electric Service," the provision of this schedule shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Thirmshi Thirty First Revised Sheet No. 8.760 Cancels Dwynty Nimh Thirtieth Revised Sheet No. 8.760

# INTERSUPTIBLE STANDIV AND SUPTLEMENTAL SERVE (ORTHONAL)

# RATE SCHEDULE, 1983-1

# AYAD ABLE:

In all mean served. Service under this rack schedule is on a contente by continue facts subject to the completion of imagentumb necessor for treplementation.

## LIMITATION OF AVAILABILITY:

This schedule may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commissionaletermination.

#### APPLICATION

A Customer who is eligible to receive service under the Standby and Supplemental Service (SST-1) rate schedule may, as an option, take service under this rate schedule, unless the Customer has entered into a contract to sell firm capacity and/or energy to the Company, and the Customer current restart its generation equipment without power supplied by the Company, in which case the Customer may only receive Standby and Supplemental Service under the Company's SST-1 rate schedule.

Customers taking service under this rate schedule shall enter into an Interruptible Standby and Supplemental Service Agreement ("Agreement"). This interruptible lead shall not be served on a firm service basis until service has been terminated under this rate schedule.

# SERVICE.

These place, 60 horte, and at the available standard college.

A doughted parkets of the Contract's load served under this schedule is neglect to interruption by the Contract Standard Technical Standard Contract Standard Contract Standard Standar

Distribution Distor (9 kV DST-1(D)	Transcribelup no kV & Abend ISST-1(T)
\$434.03(1).25	63,894 652 756 47
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\$5.94(.0)	40.840.50
analogues analogues	0.000 075 0.000 0000
	Delow 80 kg

(Commed on Short No. 8 5M)

Issued by: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Eighth Revised Sheet No. 8.761 Cancels Seventh Revised Sheet No. 8.761

(Continued from Short No. 8,760)

## Addinguel Charges:

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the Base Demand Charges.

# DEMAND CALCULATION:

The Demand Charge for Standby Service shall be:

Distribution -

(1) the charge for Distribution Demand PI,US

Firm Service -

- (2) a) the greater of the sum of the Dully Firm Standby Demand Charges OR the Reservation Firm Standby Demand Charge times the maximum On-Peak Firm Standby Demand actually registered during the month PLAS.
  - b) the Reservation Firm Standby Demand Chargo times the difference between the Contract Firm Standby Demand and the movimum On-Post: From Standby Demand actually registered during the month PLAS
- Interruptible Service (3) a) the greater of the sum of the Dady Interruptible Standby Demand Charges OR the Reservation Interruptible
  Standby Demand Charges times the maximum On-Peak Interruptible Standby Demand actually registered
  during the records PLUS
  - b) the Reservation Interruptible Standby Demand Charge times the defference between the Centract Interruptible Standby Demand and the maximum On-Peak Interruptible Standby Demand actually registered during the month.

## SUPPLEMENTAL SERVICE.

Supplemental Service shall be the total power supplied by the Company minus the Standby Service supplied by the Company change the sacre-motoring period. The charge for all Supplemental Service shall be calculated by applying the otherwise applicable rate calculate, excluding the Base charge.

If all or a portion of a Castomork Supplemental Service is Interruptible, then Supplemental Service will be provided pursuant to Rate Scheihile CILC-1 or the General Service-Industrial Demand Reduction Rider

# INTERRUPTION.

# Interruption Condition.

The Costomer's interruptible load served under this rate schedule is subject to interruption when such interruption allerantes any emergency conditions or cognetity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entains taking base loaded tasts, cycling arits orcombustion trabates above the continuous rated output, which may oversite the generators. These continuous rated output, which may oversite the generators. These continuous periods per year, will typically allow advance notice of four (4) hours or more prior to an interruption period and will typically result in interruption periods of four (4) hours of more prior to an interruption period of four (4) hours of more prior to an interruption period of four (4) hours of more prior to an interruption period of four (4) hours of more prior to an interruption period of four (4) hours of more prior to an interruption period of four (4) hours of more prior to an interruption period and will typically result in interruption periods of four (4) hours of more prior to an interruption period of four (4) hours of more prior to an interruption period on the period of four (4) hours of more prior to an interruption period of four (4) hours (4) hours of more prior to an interruption period of four (4) hours of more prior to an interruption period of four (4) hours (4) hours of more prior to an interruption period of four (4) hours (

Figurety: The frequency of interruption will not exceed twenty-five (25) interruption periods per year.

Notice. The Company will provide one (1) hour's advance notice or more to a Castomer prior to interrupting the Customer's interruptible load.

Duration: The duration of a single period of interruption will not exceed six (6) hours.

(Continued on Sheet No. 8,762)

based by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fourth Revised Sheet No. 8.762 Cancely Third Revised Sheet No. 8.762

### (Centinued from Sheet No. 8.761)

In the event of an emergency, such as a Generating Capacity Entergency (See Definitions) of a major disturbance, greater frequency, less notice, as longer duration than listed above may occur. If such an energency develops, the Customer will be given 15 manuted notice. Less than 15 minutes' notice may only be given in the event that failure to do sold testal in loss of power to firm service customers of the pureliase of emergency power to serve firm service customers. The Customer agrees that the Company will not be liable for any durages or injuries that may occur as a result of prividing not revice or less than one (1) hours' notice.

#### Customer Responsibility:

The Company will interrupt the interruptible portion of the Customer's service for a one-hour period, once per year at a mutually agreeable time and date for testing purposes. To stong purposes include the testing of the interruption opagement to assure that the load is able to be interrupted within the agreed operations. If the Customer's load has been nuccessfully interrupted during the previous 12 months, this test obligation will have been rest.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically interrupt the Customer's load, as specified in the Agraement.

#### RATING PERIODS

On Posk

Neverther I through March 31. Mondays through Fitcheys through the boars from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thurslogisting Day, Christmas Day, and New Your's Day.

April 1 floreigh October 31: Mondays through Feidays during the hours from 12 soon EST to 9 p.m. EST excluding Memorial Day, Independence Day, and Labor Day.

Off-Pak

All other hours.

## DEMAND:

The Demard is the kW to the research whole kW, as determined from the Company's crutering equipment and systems, for the Ximinute period of Customar's greatest use during the moeth as adjusted for power factor.

## CONTRACT STANDBY DEMAND:

The level of Customer's load regaring Standby Service as specified in the Agrument. This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or price 23-month period less the amount specified as the Customer's load which would not have to be served by the Customer in the event of an ortige of the Customer's generating opagement. For a Customer securing only blandby Service as identified under Special Provisions, the Contract Standby Demand shall be the maximum load actually served by the Company during the current month or price 23-month period.

A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

- Demand enduction resulting from the installation of EPL Demand Side Management Measures or EPL Research Project officiency measures; or
- Domaid reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL, or
- Permanent changes to customer facilities that result in a permanent loss of electric load, including any fact substitution resulting in permanently reduced electricity consumption, upon verification by FPL.

The re-entablished Contract Standby Demand shall be the higher of the actual Contract Standby Durrand calculated in the next billing period following the Customer's written require or the prior Cantract Standby Demand rutus the calculated durand reduction. Requests to re-entablish the Contract Standby Demand may be processed up to twice per calcular year when more than one efficiency measure is installed or where the same efficiency measure is installed or where the same efficiency measure is installed in phases.

## STANDBY DEMAND:

When the Customer's generation is less than the transmum normal operating level as specified in the Agreement, the Starally Demand is the lesser of (1) the Contract Starally Demand mirror the Customer's lead being served by the Customer's generation, but not less than zero, or (2) the level of Demand being supplied by the Company.

## FIRM STANDBY DEMAND

The Customer's Firm Standby Demand shall be the lesser of the "Firm Standby Demand" level specified in the Customer's Agreement with the Company, or the highest Standby Demand. The lavel of "Firm Standby Demand" specified in the Agreement shall not be exceeded during the periods when the Company is interrupting the Customer's load.

(Continued on Sheet No. 8 763)

bourd by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Tenth leventh Revised Sheet No. 8.763. Cancels Name Trenth Revised Sheet No. 8,763

(Cremmal from Days No. 8 NO)

# INTERRUPTUILE STANDUY DEMAND.

The Commiss's Interruptible Standard Desiral shall be the Commission of Standard Low the Contract of Linn Standard Demand.

#### DOVERHOLPTOIN PERROD.

All fours established by the Company during a monthly billing period treme to

- the Cistoner's total is intempted in the Contempt to belled personal to the Contempty of Service Program.

## ENCEPTIONS TO CHARGES FOR EXCEEDING FIRM DEMAND.

If the Customer exceeds the "Firm Standby Demand" during a period when the Company is interrupting load due to:

- Force Majorare events (see Definitions) which are demonstrated to the satisfaction of the Company to have been beyond the Customer's control, or
- maintenance of generation equipment necessary for interruption which is performed at a pre-ananged time and date mutually agreed to by the Company and the Customer (See Special Provisions), or adding free load that was not previously non-firm load to their facility, or 2
- an event affecting local, state, or national security and space launch operations, within five (5) days prior to an impending launch,

then the Customer will not be requised to pay the Charges for Executing Firm Demand during the period of such exceptions, but will be follow pressure to the Continuity of Service Provision.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, then the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

## CHARGES FOR EXCEEDING FIRM STANDBY DEMAND:

If the Customer exceeds the "Firm Sheelby Demand" thating a period when the Company is interrupting load for any reason other than done execution in Exceptions to Changes for Exceeding Form Standar Demand. Sum the Contents will be:

- hiled the difference between the Reservative Cleaned Chape for From Standby Demand and the Reservative Demand (Jugge for Standby Demand Communication for the excess low for the prior stary (nO) moretin or the market of menths the Cammunication between the formula that the case whether or less card biffed a penutry chape of \$1.40\_31 per low of atomic low for each month of rebuilding.

Excess by an entition and possity there is decreased by taking the delibered interest the management demand drains the biometers will not be related or produced rates for the same common to the described above.

# TERM OF SERVICE

Service, make that the track schedule shall continue, subject to Limitation of Atradability, until humanical by cetter the Eventures open written school green at least they (5) years price to terrationism.

Transfers, with few time, five (3) years' within motive, in any favo retail rate releasing to which the Common would qualify may be perturbed in it can be shown that such transfer is in the best interests of the Contourn. Bu Company and the Company's other endournes.

If the Contract to Congress while a 55 receive electric pervisors any form that the Company, the Contract tray bettermine the Agreement by giving theiry (30) days' advance emitter rection to the Company.

The Company army temperate source updat the Body Schedule at any time for the Company staff points, which a room and conditions of the light Schedule or the Agreement. There is any such termination, the Company staff points bettly the Continues of limit one-by (50) days in advance and describe the Continues Schedule at the source of the Staff points and describe the Continues to company the staff points of the Continues to the Continues the source of the Staff points. So the Continues the Continues described by the Company contribution the Staff points of the Staff points of the Continues described by the Company contribution to the Continue of the Staff points of the Continues of the Continues described by the Continues of the Continues of the Staff points of the Continues of

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in a street of the street.

Juneal by: Tifluny Cohen, Senior Director, Regulatory Rates. Cost of Service and Systems Pifertive down 1.3002

Louth Fleventt Revised Sheet No. 8,764 Cannels Sinth Lenth Revised Sheet No. 8,764

# (Contract from Short Ser S.703).

- c) there is a termination of the Conference costing service and, rethin rootly (12) mentils of each termination of service, the Company receives a copiest to re-confide service of similar character trade a furn service or carnelable service rate schedule, or under two Rate Schedule with a shift from new form food to three-cryste.
  - (i) or a different location on the Company's service uses, or
  - 6) spale a different riggs of Afficient compoling or
  - a) order white decimalisates whose effect would be to extend from demand on the Company's system without the segacination.

## then the Casterne will be

- rehilled under Rate Schedule SST-1 for the shorter of (a) the most recent prior until (b) surinfin dirent which the Continue when tailed for service space that Rate Schedule, or (b) the number of months the Continues has been falled under that Rate Schedule, and
- 2. Individe youngs of \$4.40.50 per VW times the number of growins wildland in No. 1 above times the Contract Standing

#### Damwai, Except as noted below.

If service under this action do to immented by the Continues the my reason, the Continue will not be actified as specified as paragraphs 1, and 2, above if

- a. It has been demonstrated to the samplection of the Company that the impact of such months of service on the seatment cost effectiveness of the Company's ISST-1 Schedule or is in the less attention of the Company, and the Company's other customers, or
- the Convenients prepared to married to according total rate schedule as a small of Commission Rule 25-6.0439. F.A.C., or
- 6. His termination of service units this Rate Scholala is the modif of letter the Contents's coming operators of its Reality without continuous establishing similar optimizes also than in the Company's service area, or,
- d. say other Customer(s) with demand reduction equivalent to, or greater than, that of the orisiting Customer(s) agrees to take service under this Rate Schiedule and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has(have) the opagement installed and se(are) available for interruption.

In the event the Coxemer pays the penalty charges because no replacement Customer(s) is (are) available as specified in pangraph d. above. but the replacement Customer(s) deed/do become available within 12 months from the date of termination of service under this Rate Schedule, then the Customer will be refinded all or part of the rebiling and penalty in proportion to the amount of MW obtained the replace the lost capacity less the additional cost incurred by the Company to serve those MW during any losal control periods which occur before the replacement Customers) become available.

# SPECIAL PROVISIONS:

- Interruption of the Customer's load shall be accomplished through the Company's load management systems by use of control curcuits connected directly to the Customer's switching equipment.
- The Costoner shall grant the Company resonable access for installing, maintaining, inspecting, testing and/or removing Companyounced interruption equipment.
- It shall be the coponsibility of the Centerser to determine that all electrical equipment to be interrupted is in good repair and working condition. The Company will not be trajectable for the rapair, maintenance or regiscement of the Customer's electrical equipment.
- The Contract of the Contract o
- 5. Deling under the Rate Schoolsto will be manage after the intelligent, suspendent and exceeded holing of the interruption of papers.
- Majorance of the Canonic's generation operation recovery for the implementation of load council will not be whichlight during periods where the Company projects that it model not be able to estimated the use of its largest that and contains a serve first serves and others.

(Cymposium Sharrhin & Sid)

First Revised Sheet No. 8.765 Cancels Original Sheet No. 8.765

#### oCommand from Sheet No. R 76-ti

The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment to the interruptible load served by the Customer and if the Customer's interconnected and operating electric generating equipment in parallel with the Company's system, (3) the supporty and energy supplied to the Customer's generating equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintanance costs incurred by the Company for the metering equipment required in (2) and (3) described above. The Company shall return ownership of all menuing equipment.

Where the Customer and the Company agree that the Customer's entemptible service requirements are totally supplientental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and among coupout of the Customer's generating organization provided that where only Standby Service is taken, (1) the Customer and the Company agree to the maximum attenuant of interruptible standby service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating organized from its own metering as is necessary to permit analysis and reporting of the load and ungo characteristics of interruptible Standby and Sagolamental Service.

#### CONTINUETY OF SERVICE PROVISION

In order to manifece the frequency and charten of interruptions requested under this rate schedule, the Company well attempt to obtain masseably available additional capacity and/or energy during periods for which interruptions may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Oustomers during a capacity shortage, in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity and/or energy tasks that Continuity of Service Provision. Any non-firm customers so electing to more emparity and/or energy which multicle the Company to continue service to the Customer's non-firm loads during these periods will be subject to the additional charges set forthfelow.

In the event a Customer elects not to have its non-firm lead interrupted pursuant to this schedule, the Customer shall pay, in addition to the moveral charges provided becoming a charge reflecting the additional costs incorred by the Company in continuing to provide service. Item the applicable class that charge for the possed during which the load would otherwise have been interrupted (see Sheet No 8830). This interemental charge shall apply to the Non-Firm Customer for all consumption above the Customer's Firm Standby Domand during the time in which the non-firm load would otherwise have been interrupted. If, for any mason during such period, this capacity unifor energy is (are) no longer available or named to accommodated by the Company's system, the terms of this Continuity of Service Provision will coose to apply and interruptions will be required for the remander of such period.

Any Customer served under this Rate Schedule may elect to minimize the interruptions forciglt the procedure described above. The initial election must be provided to the Company with at least 24 hours' written notice (not including helidays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will applice any prior election with regard to this Continuity of Service Provision.

# BULES AND REQULATIONS

Service under this Rate Schedule is subject to codes of governmental bodies having jurisduction and to the currently effective "General Rates and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of contlict between any provision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply:

## DEFINITIONS:

Generaling Capacity Ennagoney:

A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased generating capability, including purchased generating the state of Florida has inadequate generating.

Force Mainure

Force Majoure for the purposes of this Rate Schedule manuscauses not within the reasonable control of the Castomer affected and not council by the negligence or lack of due diligence of the Castomer. Such counts or circumstances may include acts of God, strikes, lockounts or other labor disposes or difficulties, wast, blockades, insurrections, nots, concernmental constraints lawfully imposed by ledend, state, or local governmental bodies, captosisms, fires, floods, lightning, wirst, accidents to againment or machinery, or similar occurrences.

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

Effective: November 15, 2002

Fifth Revised Sheet No. 8.800 Cancels Fourth Revised Sheet No. 8.800

#### ECONOMIC DEVELOPMENT RIDER - EDR.

# AVAILABLE:

in all areas served.

This Rider is available for load associated with initial permanent service to new establishments or the expansion of existing establishments. The New Load applicable under this Rider must be a maximum of 350 kW at a single delivery point. To qualify for service under this Rider, the Customer must ampley an additional work force of at least 25 full-time employees per 350 kW of New Load.

Initial application for this Rider is not available to existing load. However, if a change in ownership occurs after the Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EDR and continue the schedule of verifies outlined below. This Rider is also not available for review of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is also not available for load-shifted from one establishment or delivery point on the Florida Power and Light system to another on the Florida Power and Light system.

The load and employment requirements under the Rider must be achieved at the same delivery point. Additional metering equipment may be required to qualify for this Rider. The Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, the marsher of full-time jobs resulting, and decaractation verifying that the availability of the Economic Development Rider is a significant factor in the Customer's location/expansion decision.

## LIMITATION OF SERVICE

The Company reserves the right to limit applications for the Richarchen for Company's Economic Development repenses from this Richar, the Existing Facility Economic Development Richar (EPEDR), and other assures exceed the maximum amount allowed by FPSC rule 25-6.0 (26 F.A.C. Service under this richarmay not be confished with non-frominde schedules, other business occurring to the property of the Company of the Pedra of the PEDR of the Pedra of

# DEFINITION:

New Load: New Load is that which is added to the Company's system by a new establishment after January 1, 2022. For existing establishments, New Load is the net incommental load above that which existed prior to approval for service under this Rider.

## DESCRIPTION:

A stedit 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 associated with the Customer's New Load.

Year 1 - 20% reduction in base demand and energy charges\*

Year 2 - 15% Year 3 - 16% Year 4 - 5% Year 5 - 0%

\* All other charges will be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSD-1, GSDT-1, GSLD-1, GSLD-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT.

(Continued on Sheet No. 8.901)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Third Revised Sheet No. 8.801 Cancels Second Revised Sheet No. 8.801

(Continued from Sheet No. 8.800)

## TERM OF SERVICE:

The Customer agrees to a five-year contract form. Service under the Rober will terminate at the end of the fifth year

The Company may turninate service under this Rider at any time (if the Customer fails to comply with the terms and conditions of this Rider. Fathate to: 1) maintain the level of employment specified in the Customer's Service Agreement and/or 2) psechase from the Company the amount of load specified in the Customer's Service Agreement may be considered grounds for termination:

## PROVISIONS FOR EARLY TERMINATION.

If the Company luminates service under this Rider for the Customar's failure to comply with its provisions, the Customer will be a topared to ministere the Company for any discounts received under this Rider plantations.

If the Customer opts to terminate service under this Rider before the turn of service specified in the Service Agreement the Customer will be required to reimburse the Company for any discounts received under this Rider plan interest.

## BULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having passifiction 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, Director, Rates and Tariffs

Effective: March 7, 2003

Original Sheet No. 8.892

## ECONOMIC DEVELOPMENT RIDER - LARGE EDR.

# AVAILABLE

In all areas served.

This Rider is available for load associated with initial permanent service to new establishments or the expansion of existing establishments. Survice tender the Rider is limited to Castomers who make application to the Company for service under this Rider, and for whom the Company approves such application after January 1, 2022. The New Load applicable under this Rider must be a minimum of 1 MW at a single delivery point. To qualify for service under this Rider, the Customer must employ as additional work force of at least 40 full-time employees per 1 MW of New Load.

Initial application for the Rider is not available to existing load. However, if a charge in ownership occurs after the Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EDR and continue the schedule of continuouslined below. This Rider is also not available for removal of service following interruptions such as equipment failure, temporary plant shatdown, strike, or economic conditions. This Rider is also not available for load-shifted from one establishment or delivery point on the Florida Power and Light system to another on the Florida Power and Light system.

The load and employment programments under the Rider must be achieved at the same delivery point. Additional metering equipment may be required to qualify for this Rider. The Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, the manber of full-time jobs resulting, and documentation verifying that the availability of the Euroneau Development Rider is a significant factor in the Customer's location/expansion-decision.

# LIMITATION OF SERVICE:

The Company reserves the right to limit applications for this Rider when the Company's Economic Development expenses from this Rider, the Existing Facility Economic Development Rider (UFEDR), and other sources exceed the maximum amount allowed by FPSC rule 25-6.0420 F.A.C. Service under this rider may not be combined with non-firm rate schedules, other business incentive riders or combined with service under the EFEDR.

## DEFINITION:

New Load: New Load is that which is added to the Company's system by a new establishment after Jamary 1, 2022. For existing establishments, New Load is the net incremental load above that which existed prior to approval for service under this Rider.

# DESCRIPTION

A world 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 associated with the Customer's New Loud.

Year 1 - 40% reduction in base damand and energy charges\*

Year 2 - 30% Year 3 - 20% Year 4 - 10% Year 5 - 0%

 All other charges will be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSLD-1; GSLDT-1, GSLDT-2, GSLDT-2, GSLDT-3, GSLDT-3, or HLFT.

# TERM OF SERVICE:

The Customer agrees to a five-year contract term. Service under this Rider will terminate at the end of the fifth year.

The Company may terminate service under this Rider at any time if the Customer fields to comply with the terms and conditions of this Rider. Figling to: 1) maintain the level of employment specified in the Customer's Service Agreement and/or 2) purchase from the Company the amount of load specified in the Customer's Service Agreement may be considered grounds for termination.

(Continue on Sheet No. 8.802.1)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 8.802.1

# (Continued from Sheet No. 8.802)

# PROVISIONS FOR EARLY TERMINATION.

If the Company terminates service under this Rider for the Customer's failure to comply with its provisions, the Customer will be exquired to reimburse the Company for any discounts received under this Rider planesteemt.

If the Customer opts to terminate service under this Rider before the turn of service specified in the Service Agreement the Customer will be required to ministense the Conguey for any discounts received under this Rider plus interest.

## BULES AND REGULATIONS:

Service under this schadule is subject to entire of governmental bodies having jurisdiction and to the currently officeive "General Rules and Regulations for Electric Service" on tile 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Cancels Science Secretary by Revised Sheet No. 8.820

# TRANSFORMATION RIDER - TR

# AVAILABLE

mallaresserved

# ABSOLICATIONS

In programment, any personal service or reduction into schedule specifying delivery of service at any available distributed within a classic Conference takes service from available primary limit of 2400 volume higher at a single point of delivery.

## MOTORIST CREDIT

The Company, at its option, will other provide and manusar transformers facilities approximate to the company that would be provided of the fined were arrived at a secondary voltage from transformers at one invariant or, when Company is transformer, the Company will allow a monthly could be \$42.00 to per kW of Billing Demand. Any transformer apparently request by the Company to receive at that provided by the Company bereauther may be mated by the Company's standard countries.

The crede will be defined from the monthly bill accomputed in recondence with the proposition of the Memble Rain Section of the applicabile Rain Schoolag before apparation of any discounts or adjustments. No monthly bill will be condened for an arrest less than the minimum monthly bill called for by the Agricument for Service.

# SEECLAL CONDITIONS.

The Continuity that y classes to oursely widely, all any time after transmission about to any Classician continue and affected by such charge, and the Continue from the the option of charges the relative was to receive survice at the new loss archage or of according service without the benefit of this index through transformers supplied by the Company.

## BUILES 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 shallapply.

Seventy Dated Fourth Revised Sheet No. 8.830 Cantels Seventy-Forum Films Revised Sheet No. 8.830

MOSE SUITS			
AVAILABLE:			
APPLICATION  For ularities service responsed for pursual service  W. This was opposed for available to control  line Schrebber			
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MCATTILLY & ATT OFFICE A: Nin-Scored Standard Rate	SLUTE-1	SIVIR 2	SDIE
Acasad Mannesia Denumb	25-199 kW	3(0-1,999 EW	Z Són MW as grown
State Charge	\$24.47 <u>90.29</u>	\$60 TOTAL P.	\$240.04230.00
Dersard Charges Sussered Ovepeal Dormand Charge For LW of Suscend-Ovepeal Dersard	\$10-011-10	\$1324/202	\$43,4418.27
Sominal Maximum Demand Charge	\$6440,71	50.74) 70	\$6440.00
Non-Seasonal Distraction Charges For AW of Non-Seasonal Maximum Demond	\$15-34/11	\$1-00/11/1	311711119
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Issued by: Filling Colon, Senior Director, Regulatory Rates, Cost of Service and Systems (Efective: January 1, 1922).

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CLEARING DEVILED 6.	EXPERIT CONSTRUCTOR
FLORIDA POWER &	CHEST A. A. A. MARTINETON TO THE

Twenty-Filth Sixth Beynod Sheet No. 8.831 Cancels Twenty-Fourth Fifth Revised Sheet No. 8.831

	(Continued from	Sheet No. 8.830)	
OPTION B Non-Shawnol Time of Use Rate	SDIK-I	SIUR-2	SDIR-3
Annual Maximum Dermind	24-900 F.M.	500-1:399 kW	2,000 kW or greates
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Demond Charges Seasonal Coopeid: Demand Charge Pet KW of Seasonal Co-peid: Demand	\$10 x3) (, a)	\$12.23[5/2]	112.41 <u>1.11</u>
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Additional Charges See Billing Adjustments section.	Short No. 8 630; for ad-	Scional applicable charges.	
Minimum Charge: The Base Charge plo	s the custastly effective	Demand Charges.	
	II: Mondays through Fri	doys daming the bours from 6 agiving Day, Christmas Day,	
April 1 formula him his and a section of the Victor EST conducting	October i dimenji i ktoli Memetal Day	is 3) Montavitrings Ind	nyshing di term boy) ( =
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Jesued by: Tiffany Collen, Senior Director, Regulatory Rates, Cost of Service and Systems (Hective: January 1, 1922).

First Revised Sheet No. 8.832 Cancels Original Sheet No. 8.832

## (Continued from Short No. R.831).

## ANNUAL MAXIMUM DEMAND:

The Annual Maximum Demand is the highest monthly Measuren Demand kW recorded during the last 12 months to the nearest whole k'W, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during any month in adjusted for power factor.

## SEASONAL UN-PEAK DEMAND.

The Seasonal Co-Pauli Demand is the kW to the namest whole kW, as determined from the Company's natoring againment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor between the bours of 3 p.m. EST and 6 p.m. EST in weekdays during the falling months of June through September, coclading Memorial Day, Independence Day and Labor Day.

## SEASONAL ON PEAK ENERGY.

The RWb consumed during the hours of 3 p.m. EST and a p.m. EST on weeldays during the billing menths June through September, excluding Memorial Day, Independence Day and Labor Day.

SEASCHAL OFF-PEAK ENERGY:
All other hours during the billing menths of Ame, July, August and September.

#### NON-SEASONAL DEMAND:

The Non-Seasonal Domand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Castomer's greatest use during the month as adjusted for power factor during the falling months of famury through May and October through December

SECONOSE ASCENDAL ENGINEERY OF PERDON AT:
The EWhoreasured change the billing months of funnery through May and October through Descendor.

## NON-SEASONAL ON-PEAK INTERGY (OPTION B):

The kWb consumed during Non-Seasonal On-Peak Period.

# NON-SEASONAL OFF-PEAK ENERGY (OPTION B):

The kWh consumed during Non-Seasonal Off-Peak Period.

## TERM OF SERVICE:

lerial termis one year with automatic, successive one year colorison unless terminated in writing by eather the Company or the Customer at least ninety (90) days prior to the expression of the current Term of Service.

# TERMINATION PROVINCINS

as terreturing service before the ord of their current Term of Service shall be rebilled under the otherwise applicable rate for the lesser of 1) total period of time in which service under the Seasonal Demand Time of Use Rider was taken or 2) the most recent twelve months. Customers terminating service under the Seasonal Demand Time of Use Rider shall not be eligible to receive service under the Rider for a period of twelvemonths.

# BULES AND REGULATIONS

Service under this Rider in 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 Communion, in case of conflict between any provisions of this Rider and said "Coneral Redes and Regulations for Electric Service" the previsions of this Rider shall apply:

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

First Revised Sheet No. 8.845 Cancels Original Sheet No. 8.845

#### SUPPLEMENTAL POWER SERVICES RIDER PILOT (OPTIONAL)

## RATE SCHEDULE: 08P-1

## AVAILABLE:

In all areas served. This optional rider ("Robe") is available on a voluntary basis to Customers who desire an alternative source of power supply and/or power conditioning service ("Service") in the event Customers' normal electric supply is disrupted. This Rider shall expare on December 31, 2025, unless extended by approval of the FPSC. No new Optional Supplemental Power Services Agreements may be executed following the expension of this Rider. Service under this Rider shall be provided under the terms specified in the Optional Supplemental Power Services Agreements that are outstanding at such time as the Rider exputes.

# APPLICATION:

Service is provided through the installation of equipment by the Company at the Customer's premise, the purpose of which is to meet the Customer's requested scope of Service. In order to meet the Service need identified by the Customer, the Company will conduct an evaluation of Customer requirements and of potential solutions, including the potential need of a detailed professional engineering design through a function. The Company and the Customer may thereafter occurate a Residential or Non-Residential Optional Sopplemental Power Services Agreement ("Agreement") which must include a description of the apaptment to be installed, the Service to be performed, and the monthly charge for the Service. Upon receipt of the proposed Agreement from Company, the Customer shall have no more than nanety (NO) days to execute the Agreement. After 90 days, the proposed Agreement shall be considered expired, unless extended in writing by the Company.

Service would be at the Chitomer's request and is not considered by the Company to be usual and customery for the type of installation to be served.

## LIMITATION OF SERVICE:

Installation of Service equipment shall be made only when, in the palgment of the Company, the location and the type of the Service equipment are, and will centimus to be occurrented, according and viable. The Company will own, operate and maintain the Service equipment for the term of the Agreement.

The Company may, at its option, provide and maintain equipment required by the Customer beyond the point of delivery for standard electric service. In the event that Company agrees to a Customer's request to connect generating equipment on the Company's side of the billing meter, energy provided by such sepagement will be billed under the Customer's otherwise applicable general service rate schedule.

# MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate and provide marrienance to all equipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Riche is in addition to the monthly hilling determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following/formula:

Monthly Service Payment - Capital Cost + Expenses

# Whore:

Capital Cost shall be levelized over the term of Service based upon the estimated installed cost of equipment times a carrying cost. The carrying cost is the cost of capital, reflecting current capital structure and most recent EPSC-approved return on common equity.

Any replacement costs) expected to be increased during the term of Service will also be included. Any equipment installed by the Company that is not necessary to support Service to the customer shall not be included in the Monthly Service Payment.

Except for fact expenses, projected expenses will be recovered on a levelized basis over the term of Service and may include, but not be limited to non-fact operations and maintenance expenses associated with the installed equipment, administrative and general expenses, depreciation expense, income taxes, and property tecon that will be recorded as costs are income.

(Continue on Short No. 8.846)

Issued by: Tiffuny Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.846

(Continued from Sheet No. 8 845).

First organise, if applicable, will be residualisted annually for the following 12-month period based on forecasted operating parameters and expected final consumed for based open an estimate of the cost of final consumed for back-up operation and testing and also includes, but is not limited to, delivery costs, investory costs, administrative experience and toward applicable to Company's acquisition, storage and delivery of the final. Actual find expenditures will be reconciled to projected final revenues aroundly and any differential will be incorporated into the following twelve (12) month final charge component.

# REVISIONS TO MONTHLY SERVICE PAYMENT.

In addition to arrural revisions to first expense, when applicable, thring the term of the Service, the Monthly Service Payment(s) may be adjusted, by agreement of both the Customer and the Company, to reflect the Customer's request for modifications to the Service and apapment specified in the Optional Supplemental Power Services Agreement. Modifications include, but are not limited to, againment modifications recensitated by disarges in the character of Service regions by the Customer for supplemental exagenees or services, or charges or increases in the Customer's facilities which will materially affect the operation of the Company's apapernent.

## TERM OF SERVICE:

The term of Service will be specific to each Optional Supplemental Power Services Agreement

## BUILES AND REGULATIONS:

Service under this Rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Roles and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision-of this Rider and said "General Roles and Regulations for Electric Service" the provision of this Rider shall apply.

Issued by: Tiffany Cohen, Director, Rafes and Tariffs

Effective: September 3, 2019

Fifth Revised Sheet No. 8,900 Cancels Fourth Revised Sheet No. 8,900

## Existing Facility Economic Development Rider - EFEDR

# AVAILABLE

In all areas served.

This Rider is available for the establishment of New Load in Commercial or Industrial space that has been vacant for more than six moeths. Service under the Rider is limited to Customers with a measured domand of at least 350 kW and who create at least 25 new fifth time jobs per 350 kW.

Initial application for this Rider is not available to existing load. However, if a change in ownership occurs after the Contenue contracts for service under this Rider, the successor Customer may be allowed to fidful the balance of the contract such a schedule of credits outlined below. This Rider is not available for removal of service following interruptions such as equipment finding, temporary plant shutdown, or white. This Rider is also not available for load shifted from one establishment or delivery point on the Florida Power and Light system to another on the Florida Power and Light system to another on the Florida Power and Light system to another on the Florida Power and Light system.

The load and employment requirements under the Rider must be achieved at the sense delivery point. The Customer's Service Agreement under this Rider must suchable a description of the associat and nature of the load being provided, documentation ventying that the availability of this ruler is a significant factor in the Customer's location decision, and verification that the Customer has no affiliation with the previous occupant.

## LIMITATION OF SERVICE:

The Company reserves the right to limit applications for this Rider when the Company's Economic Development expenses from this Rider, the Economic Development Rider (EDR), and other sources exceed the maximum amount allowed by FPSC rule 25-6.0426 F.A.C. Service under this rider may not be combined with non-firm rate schedules, other bosiness incertive index or combined with non-firm rate schedules, other bosiness incertive index or combined with

New service requiring installations of additional facilities may require ascerbly or annual guarantees, such contributions as and of construction, and/or advances for construction.

## DEFINITION

New Load: New Load is that which is established after January 1, 2022 in Commercial or Industrial space that has been vacant for more than so; months prior to application for service under this Rider. Verification of vacancy will be established by evidence of no or minimal electric load during the time period in quantien.

# DESCRIPTION:

A credit based on the percentages below will be applied to the base demand charges and base energy charges of the Customer's enhancing applicable rate schedule associated with the Customer's New Load:

Year 1 - 25% reduction in base demand and energy charges\*

Year 2 - 20%

Your 3 - 15%

Year 4 - 10%

Yaur 5 - 3%

All other charges not described above shall be based on the Cantonier's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSE-1, GSEE-1, GSE

# DERM OF SERVICE.

The Customer agrees to a five-year contract norm. Service earlier this Ridar will terminate at the end of the fuffic year.

## BULES AND REGULATIONS.

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Bules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict Introces any provision of this schedule shall apply

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 8.901

## SMALL BUSINESS INCENTIVE RIDER - RIDER SBIR (Closed Schedule)

# AVAILABILE-

This Rate Rider is available to those customers with an existing contract in place prior to January 1, 2022.

## APPLICABILITY:

All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or net incremental load above that which existed prior to approval for service under this rider.

If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of

## INCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 20% reduction in base demand and base energy charges
- Year 2 15% reduction in base demand and base energy charges
- Year 3 10% reduction in hase demand and base energy charges
- Year 4— 5% reduction in have demand and base energy charges.
- Year 5 0% reduction in have demand and base energy charges

## Qualifying Loads:

- (1) Qualifying load must be at least 200 kW, in determined by the Company.
- (2) The Customer must provide an affidavit verifying the hiring of 10 full-time employees.
- (5) The Customer must provide an affahavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service.

# TERM OF SERVICE

Service under this Rate Rider requires a service agreement for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the service agreement term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider SBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer lates to comply with the terms and conditions of this Rider Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

## RULES AND REQULATIONS:

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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 8,902

# MEDIUM BUSINESS INCENTIVE RIDER - RIDER MEIR (Closed Schedule)

## AVAILABILE:

This Rate Rider is available to those customers with an existing contract in place prior to January 1, 2022.

The qualifying lead and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

## APPLICABILITY

All terms and conditions of the rate under which the Costomer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or the net incremental load above that which existed prior to approval for service under this rider.

If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the service agreement under this Rider.

## INCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 40% reduction in base domand and base energy charges
- Year 2 30% reduction in base demand and base energy charges
- Year 3 − 2.5% reduction in base demand and base energy charges
- Year 4 10% reduction in base demand and base energy changes
- Year 5 0% reduction in base demand and base energy charges

# Qualifying Loads:

- (1) Qualifying load must be st least 350 kW, as determined by the Company.
- (2) The Customer must provide an affidavit verifying the hiring of 25 full-time employees.
- (3) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service.

# TERM OF SERVICE:

Service under this Rate Rider requires a service agreement for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the service agreement term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider MBSR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered groweds for termination.

## RULES AND REGULATIONS

Service under this schedule is subject to ceders 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 sood "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8,903

## LARGE BUSINESS INCENTIVE RIDER - RIDER LBIR (Closed Schedule)

# AVAILABILE:

This Rate Rider is available to those customers with an existing contract in place prior to January 1, 2022. The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider,

#### APPLICABILITY:

All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or the net incremental load above that which existed prior to approval for service under this rider.

If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the service agreement under this Rider.

## INCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule

- Year 1 60% reduction in base demand and base energy charges
- Year 2 45% reduction in base demand and base energy charges
- Year 3 30% reduction in base domand and base energy charges
- Year 4 15% reduction in base demand and base energy charges
- Year 5 6% reduction is base demand and base energy charges.

## Qualifying Loads:

- (1) Qualifying load must be at least 1,000 kW, as determined by the Company
- (2) The Customer must provide an affidavit verifying the hiring of 50 full-time employees.
- (3) The Customer must demonstrate new capital investment of at least \$1,000,000.
- (4) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service.

# TERM OF SERVICE:

Service under this Rate Rider requires a service agreement for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the service agreement term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider LHIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

## 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.904

## EXTRA-LARGE BUSINESS INCENTIVE RIDER - RIDER XLBIR (Closed Scholale)

## AVAILABILE:

This Rate Rider is available to those customers with an existing contract in place prior to January 1, 2022.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

## APPLICABILITY:

All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Lord is that which is added via connection of initial service or not incremental load above that which existed prior to approval for service under this rider.

If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the Service agreement under this Rider.

#### INCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base domaid charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 60% reduction in base demand and base energy charges.
- Year 2 53% reduction in hose domand and base energy charges.
- Your 3 47% reduction in base demand and base energy charges
- Year 4 80% reduction in base demand and base energy charges.
- Your 5 3.1% reduction in base demand and base energy charges
- Year 6 27% reduction in base demand and base energy charges:
- Year 7 20% reduction in base demand and base energy charges
- Year 8 13% reduction in base demand and base energy charges
- Year 9 7% reduction in base demand and base energy charges
- Year 10 0% reduction in base demand and base energy charges

## Qualifying Loads:

- (1) Qualifying load must be at least 5 MW, as determined by the Company.
- (2) The Customer must provide an affidavit verifying the hiring of 50 full-time employees.
- (3) The Customer must demonstrate new capital investment of at least \$1,000,000
- (4) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service.

# TERM OF SERVICE.

Service under this Riste Riste requires a Contract for Electric Service that includes a minimum ten-year term. Service under this Rister will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider XLBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer falls to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified sin this Rider and/or (2) purchase from the Company the amount of load specified in this Rider and/or (3) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

# RULES AND REGULATIONS:

Service under this schedule is subject to ceders 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.910 Cancels Original Sheet No. 8.910

# Commercial/Industrial Service Rider

# RATE SCHEDULE: CISR-1

# AVAILABLE:

hi all areas surved.

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

This rider will be closed to further subscription by aligible customers when either of the following conditions has occurred. 1) The total capacity subject to executed Contract Service Agreements ("CSAs") reaches 1,000 MW of connected lead, or (2) The Company-has executed seventy-five (75) CSAs with aligible 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 person 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 offerwise qualifies for such service sands the trans and conditions set forth lettin ("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 escued a minimum level of demand determined from the following provisions:

New and Retained Loud: 2 MW of installed, connected domand.

# LIMITATION OF SERVICE.

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

- Legal attestation by the coatomet (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;
- 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 services 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 catalitie cost and benefit information on energy officiency improvements which could be made to reduce the customer's cost of energy in addition to any discounted prixing provided under this rider.

(Continued on Sheet 8.920)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.920 Cancels Original Sheet No. 8.920

(Continued from Sheet 8.916)

# 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 Base Charges:

\$250 / month.

Base Demand / Energy Charges.

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

## BULES AND REGULATIONS:

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

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

Each costorner shall enter into a sofe 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 eschule 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 sodil) or as a must of negotiations or information equasts 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.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Fifth Revised Sheet No. 8.930 Cancels Fourth Revised Sheet No. 8.930

## VOLUNTARY SOLAR PARTNERSHIP REDER (OPTIONAL PILOT PROGRAM)

# RATE SCHEDULE: VSP

# AVAILABLE

In all areas served prior to January 1, 2022 to customers receiving service under any FPL metered rate schedule. This voluntary solar partnership pilot program ("VSP Program", "the Pilot") provides customers an opportunity to participate in a program designed to construct and operate commercial-scale, distributed solar photovoltasic facilities located in communities throughout FPL's service area. Service under this ruler shall tennisate December 31, 2025.

# APPLICATION

Available upon request to all customers in conjunction with the otherwise applicable metered rate schedule.

# LIMITATION OF SERVICE

Any customer under a metered rate schedule who has no delimpoint balances is eligible to elect the VSP Program. A customer may terminate participation in the VSP Program at any time and may be terminated from the Pilot by the Company if the customer becomes subject to collection action on the customer's service secount.

## CHARGES:

Each voluntary participant shall agree to make a monthly contribution of \$9.00, in addition to charges applied under the otherwise applicable metered rate schedule. Contoner billing will start on the next scheduled billing date upon notification of service request. The VSF Program contribution will not be provided if the billing period is for less than a full month.

Upon participant's notice of termination, no VSP Program contribution will be assessed in the billing period in which participation is terminated.

# TERM OF SERVICE.

Not less than one (1) billing period.

## SPECIAL PROVISIONS

Upon customer request, program participation may continue at a new service address if the customer moves within FPL's service

# RULES AND REGULATIONS:

Service under this rider is subject to orders of governmental hodies 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 provisions of this substitute and said "General Rules and Regulations for Electric Service" the provisions of this cides shall apply.

Issued by: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.932 Cancels Original Sheet No. 8.932

#### SOLARTOGETHER RIDER (OPTIONAL PROCEAM)

# RATE SCHEDULE: STR.

#### AVAILABLE:

The FPL SolarTogether<sup>th</sup> Ridar ("FPL SolarTogether" or "the Program") is available in all areas served by FPL prior to January 1, 2022, subject to subscription availability. Upon completion of the necessary billing and cumfinent system modifications the tariff will become available to all customers served by FPL after January 1, 2022. This optional program allows FPL continuous to subscribe to a portion of universal solar capacity built for the benufit of the Program and receive a credit for the setual solar production associated with their subscription.

#### APPLICATION:

In conjunction with the otherwise applicable meterni rate schedule. All rates and charges under the customers' otherwise applicable meterod rate schedule shall apply.

#### MONTHLY SUBSCRIPTION:

The Monthly Subscription shall be equal to the sum of the Monthly Subscription Charge + Monthly Subscription Craft as follows.

	Monthly	Subscription:	
Participant		Low Income Purisipent	
Subscription Charge S/kW-Month	Sobscription Credit prkWh	Scheription Charge SAW-Month	Subscription Cedit S/kW-Mooth
See Sheet No. 8,934	See Sheet No. 8.934	See Sheet No. 8.934	See Sheet No. 8,934

# LIMITATION OF SERVICE:

Any assistance taking service under a metanolinate schedule who has no itelerapient balances with EPL is eligible to participate. Eligible easterners may obecla subscription level in 1 kW units agreementing up to 190% of their previous 12 month and kWhosage. Customers at or below 200% of the fideral poverty level are eligible for participation at the low-income pacing provided by this tariff. Increases in number of units purchased will be limited to once per year and subject to program availability.

# BILLING

Participants are subject to the maximum bill on their otherwise applicable rate schedule. The FPL SolarTogether Monthly Subscription. Charge and offsetting Monthly Subscription Credit will appear as separate line thems on a participant's bill during every month of empliment and are subject to all applicable toxes and fees.

Mosthly Subscription Could amounts may not result in a total bill less than zero (50). Any excess crock amounts will be applied in subsequent months to ensure participant total bill amounts must thus requirement.

# TERMS OF SERVICE:

Not less than one (1) billing cycle. Participants may, at any time following their first billing cycle, terminate their participation ("Voluntary Termination") or neduce the number of subscribed units purchased. Participants may be terminated from the program by FPL if the customer becomes delargated on the customer's electric service account or for fadium to satisfy eligibility assurements ("Involuntary Termination"). Upon either Voluntary or Involuntary Termination, the account is probability from re- engling for a market (12) month period.

(Continued on Short No. 8 933)

Issued by: Tillany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

First Revised Sheet No. 8.933 Cancels Original Sheet No. 8.933

(Continued from Sheet No. 8.932)

# SPECIAL PROVISIONS

If the customer moves within FPL's service area, program participation may continue at a new service address with no impact the ensterner's program encollesent date subject to the limitations and terms outlined above. Notification to transfer participation must be made by the customer to the Company and the Company will have 45 days to complete the transfer.

FPL will informationly return the renewable energy contificate (RECs) associated with the generation produced by the SolarTogether solar energy content. The accumulation of RECs associated with each participant's and/orded subscription will begin with the first subscription billing period. FPL will provide participants with REC retirement summary reports upon request.

## RULES AND REGULATIONS

Service under this rider is subject to orders of poverimental bodies having jurisdiction and to the currently affective "General Rules and Regulations for Electric Service" on file. with the Florida Public Service Commission. In case of conditable/worn any provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this rider shall apply. The participant subscription is neither a sountly nor an ownership interest in the solar asset and therefore no owned interest is to be surrendered, with, or traded.

(Continued on Short No. 8 934)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Second Revised Sheet No. 8.934 Cancels First Sheet No. 8.934

(Commond from Shout No. 8 933).

# MONTHLY SUBSCRIPTION FPL SOLARTOGETHER PARTICIPANT RATES

Participant Program Year	Phase 1				
	Particip	ant	Low Income Participant		
	Subscription Charge SAW-Month	Subscription Credit &Wh	Subscription Charge S/kW-Month	Subscription Credit \$'kW-Month	
1	\$6.76	(3.59792)	\$5,57	(\$6.27)	
2	\$6.76	(3.65189)	\$5,57	(\$6.27)	
3	\$6.76	(3.70667)	\$5.57	(\$6.27)	
4	\$6.76	(3:76227)	\$5.57	(\$6.27)	
5	\$6.76	(3.81870)	\$5.57	(56,27)	
6	\$6.76	(3.87598)	\$5.57	(\$6.27)	
7	\$6.76	(3.93412)	\$5.57	(\$6.27)	
8	\$6.76	(3.99313)	\$5.57	(\$6.27)	
9	\$6,76	(4.05303)	\$5.57	(\$6,27)	
10	\$6.76	(4.11383)	\$5.57	(\$6.27)	
11	\$6,76	(4.17554)	\$5,57	(\$6.27)	
12	\$6.76	(4.23817)	\$5.57	(\$6.27)	
13	\$6.76	(4.30174)	\$5.57	(\$6.27)	
14	\$6,76	(4.36627)	\$5.57	(\$6.27)	
15	\$6.76	(4.43176)	\$5.57	(\$6.27)	
16	\$6.76	(4.49824)	\$5.57	(86.27)	
17	\$6,76	(4.56571)	\$5.57	(\$6.27)	
18	\$6.76	(4.63420)	\$5.57	(\$6.27)	
19	\$6.76	(4.70371)	\$5.57	(\$6.27)	
20	\$6.76	(4.77427)	\$5.57	(\$6.27)	
21	\$6.76	(4.84588)	\$5.57	(\$6.27)	
22	\$6,76	(4.91857)	\$5.57	(\$6,27)	
2.3	\$6.76	(4.99235)	85.57	(\$6.27)	
24	\$6.76	(5.06724)	\$5.57	(\$6.27)	
25	\$6.76	(5.14325)	\$5.57	(\$6.27)	
26	\$6,76	(5.22040)	\$5.57	(\$6,27)	
27	\$6.76	(5.29871)	\$5.57	(\$6.27)	
28	\$6.76	(5.37819)	\$5.57	(\$6.27)	
29	\$6.76	(5,45886)	\$5.57	(\$6.27)	
30	\$6.76	(5.54074)	\$5.57	(56.27)	
31	\$6.76	(5.62385)	\$5.57	(\$6.27)	
32	\$6.76	(5.70821)	\$5.57	(\$6.27)	
33	\$6.76	(5.79383)	\$5.57	(\$6.27)	
34	\$6.76	(5.88074)	55.57	(\$6.27)	
35	\$6.76	(5.96895)	\$5.57	(\$6.27)	

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: April 1, 2022

First Revised Sheet No. 8.936 Cancels Original Sheet No. 8.936

# UTILITY-OWNED PUBLIC CHARGING FOR ELECTRIC VEHICLES (EVs) (PLOT PROGRAM)

# RATE SCHEDULE: UEV

# AVAILABLE

Available to customers charging electric vehicles at FPL ("the Company") owned public EV fast charging stations ("the stations") with output power of 50kW or greater.

#### APPLICATION

The stations may be accessed by any person ("user") who resides either within or outside the Company's service area. BV charging service will be available at the Company-owned stations installed at Company or Host locations. The stations will be accessable to the public for charging. Service under this tariff shall terminate five years from January 1, 2021, unless extended by order of the Florida Public Service Commission ("FPSC"), or terminated earlier by the Company upon notice to the FPSC.

# LIMITATION OF SERVICE

The user must register an account with the Company's mobile application or network provider, including payment information, prior to charging the EV.

#### BILLING AND PAYMENT TERMS:

The current rate is set at \$0.30 kWh. Charging network fees as determined by the charging station network provider may apply at cortain stations. Vehicle idling fees at a rate up to of \$0.40 per minute following a ten-minute grace period may apply at certain stations located in close precently to highway corridors or other highly trafficked areas. The rates applicable to the specific station including the rate per kWh, taxes and charging network provider and idle fees will be vanished to the uners via the app and/or duplay. Users will be notified when the charging session is complete via the display located at the charging dispenser and through the Company's mobile application and will have the ability to obtain a detailed receipt of the charge session.

# RULES AND REGULATIONS

Service under this rider 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 provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this rider shall apply.

Issued by: Tiffuny Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.939

# SOLAR POWER FACILITIES PLOT RIDER (OPTIONAL)

# RATE SCHEDULE, SPF-1

# AVAILABLE:

In all territory served. This optional rider ("Rider") is available on a voluntary basis to Non-Residential Contention who desire the installation and maintenance of solar structures ("Service"), such as solar treas and solar canopies, and related apapears, such as lighting and balleties ("Equipment"). This Rider shall expect live years from the effective date of this program, unless extended by approval of the FPSC. Service under this Rider shall be provided under the terms specified in the Solar Power Facilities Service Agreement") that is in effect at such time as the Rider express. No new Agreements may be exceeded following the experiments of this Rider.

#### APPLICATION:

Service is provided through the design, permitting, procurement, installation and maintenance of Equipment by the Company at the Customer's primise, this purpose of which is to must the Customer's requested scope of Service, as more specifically described in a Statement of Work that will be completed parament to the Agreement, in order to meet the Service need identified by the Customer, the Company will conduct an evaluation of Customer supplements and of potential solutions. The Company and the Customer shall be recently execute an Agreement which shall include a description of the equipment to be installed, detailed design, the Service to be provided, and the monthly charge for the Service. Upon margin of the proposed Agreement from Company, the Customer shall have no more than mustry (90) shays to execute the Agraement. After 90 shays, the proposed Agraement shall be considered expired, unless controlled in writing by the Company. All rates and charges under the Customer's otherwise applicable meternd are schodule shall apply

#### LIMITATION OF SERVICE:

Installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and will continue to be, accombine and viable. The Company will own, operate, and maintain the Equipment for the term of the Automoret.

# MONTHLY SERVICE PAYMENT.

The Comparty will design, procure, install, own, operate and provide maintenance to all liquipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Payment - Capital Costs + Expenses

# Where

Capital Costs includes the as-installed cost of the Equipment. Capital costs shall be levelized over the term of Service based upon the installed cost of Equipment times a carrying cost. The carrying cost is the cost of capital, reflecting the Company's current capital structure and most recent PPSC-approved return on common capital.

Capital Costs also institutes any replacement cost(s) expected to be assumed during the term of Service. Any equipment installed by the Company that is not necessary to support Service to the customer shall not be included in the Monthly Service Payment. Unexpected replacement cost(s) shall be addressed as set forth in the Agreement.

Expenses will be recovered on a leveliced basis over the term of Service and may, depending on the type of Equipment installed, include, operators and maritmence expenses, mentioning expenses associated with the installed Equipment, administrative and general expenses, depreciation expense, income taxes, property taxes, and any expenses that are particular to a specific type of Equipment.

(Continue on Sheet No. 8,940)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022

Original Sheet No. 8.940

(Continued from Short No. 8.939)

#### NET METERING OF EXCESS GENERATION

For Customers that have executed an Interconnection Agreement with the Company, the following billing parameters will apply

The Contourer will be charged for electricity used in excess of the generation supplied by the Equipment, as applicable, in accordance with the Company's scenal falling practices. If any excess generation from the Equipment is delivered to the Company's electric grid during the course of a billing cycle, it will be credited to the customer's energy consumption for the next month's billing cycle.

All excess energy credits will be accumulated and be used to offset the customer's energy usage in subsequent months for a period of not more than twolve months. In the last billing cycle months of each calender year, any usused credits for excess kWh generated will be credited to the next month's billing cycle using the average annual rate based on the Company's COG-L, As-Available Energy Tarriff. In the event a customer closes the account, any of the customer's insued credits for excess kWh generated will be paid to the customer at an average annual rate based on the Company's COG-L, As-Available Energy Tarriff.

#### REVISIONS TO MONTHLY SERVICE PAYMENT:

When applicable, during the term of the Service, the Monthly Service Payment(s) may be adjusted, by agreement of both the Contoner and the Company, to reflect the Customer's request for modifications to the Service and Equipment specified in the Agreement Modifications include, but are not limited to. Equipment modifications necessitated by charges in the character of Service required by the Customer for supplemental equipment or services, or charges or increases in the Customer's facilities which will materially affect the operation of the Company's equipment.

#### TERM OF SERVICE:

The term of Service will be set forth in the Agreement. At the end of the term of Service, the Customer may choose to (a) renew the Agreement, (ii) purchase the Equipment, or (iii) request that the Company remove the equipment, as more fielly set forth in the Agreement.

# RULES AND REGELATIONS:

Service under this Rider 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 Cornesission, it case of conflict between any provision of this Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply

Issurd by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Original Sheet No. 8.942

#### COMMERCIAL ELECTRIC VEHICLE CHARGING SERVICES RIDER PILOT-(OPTIONAL)

#### RATE SCHEDULE OCEVS-1

# AVAILABLE

In all areas served. This optional rider ("Rider") is available on a voluntary basis to Customers who desire commercial stortion volusies changing service ("Service") for flost vehicles through the installation of Company owned, operated, and maintained electric vehicle charging employment ("Equipment"). This Rider shall expire five yours flow the effective data of this program, unless extended by approval of the FFSC. Service under this Rider shall continue to be provided under the terms specified in the Commercial Electric Volticle Charging Services Agreement ("Agreement") that is in affect at such time as the Rider expires. No new Agreements may be executed following the expiration of this Sider.

#### APPLICATION:

Service is provided through the installation of Equipment by the Company at the Castomer's pennise in accordance with the Scope of Services set forth in the Agreement, in order to meet the Service need identified by the Castomer, the Company will conduct an evaluation of Castomer requirements and of potential solutions. The Company and the Castomer thereafter shall execute an Agreement which shall include the Service to be performed, a description of the Equipment to be installed, and the monthly charge for the Service, calculated in accordance with the provisions of this Rider. All rates and charges under the Castomer's otherwise applicable metered rate schedule shall apply.

## LIMITATION OF SERVICE.

installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and can continue to be, accessible and visible. Service shall be limited to Customers that already are receiving General Service under their otherwise applicable rate schedule. The Company well own, operate and maintain the Equipment for the term of the Agreement. The Company receives the right to remotely control charging session schedules and/or cartail the energy delivered by the Equipment.

# MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate and provide maintenance to all equipment included in the determination of the Monthly Service Payment ander this Rode is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Payment - Monthly Equipment Cost + Monthly Expenses

# Where:

Monthly Equipment Cost includes the as-installed cost of the Equipment. The Monthly Equipment Cost will be leveleted over the term of Service based upon the installed cost of Equipment times a carrying cost. The carrying cost is the cost of capital, reflecting the Company's current capital structure and nost secont FPSC-approved return on common equity.

Monthly Equipment Cost also includes any replacement cost(s) expected to be incurred during the term of Service. Any Equipment installed by the Company that is not necessary to support Service to the customer shall not be included in the Monthly Service Payment. Unexpected replacement cost(s) shall be addressed as set forth in the Agreement.

Morthly Expenses will be recovered on a levelored basis over the term of Service and may, depending on the type of Equipment installed include, operations and maintenance expenses, increasing expenses associated with the installed Equipment, administrative and general expenses, depocation expense, ascente taxes, properly taxes, and any expenses that are particular to a specific type of Equipment.

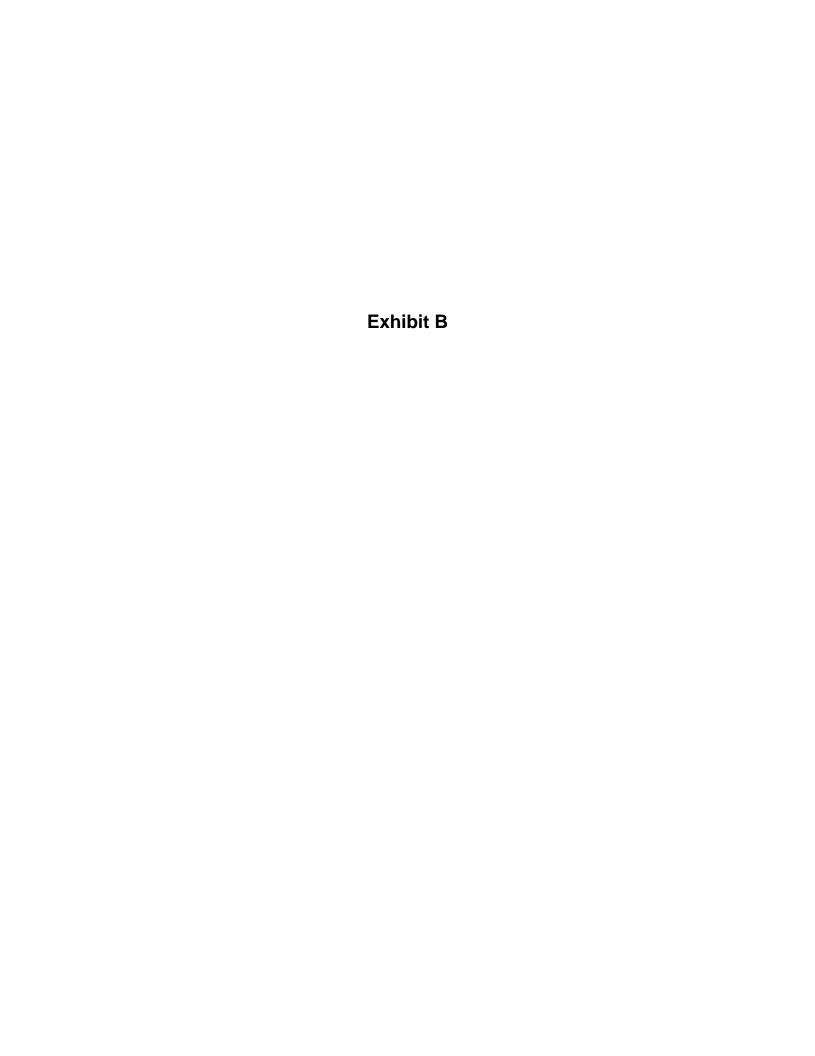
(Continue on Sheet No. R 846)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

(Continued from Short No. 8.845)				
TERM OF SERVICE				
The term of Service will be set forth in the Agreement. At the end of the term of Service, ownership of the Equipment shall transfer to the Customer.				
PROVISIONS FOR EARLY TERMINATION.				
Customer less the right to terminate the Agreement for its convenience open written notice to the Coropany at least sixty (60) days prior notice. Termination fees will be assessed in accordance with the Agreement.				
RULES AND REGULATIONS.				
Service under this Rider is subject to orders of governmental bodies having parisdectors and to the currently offective. "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply.				

Original Sheet No. 8.943

Essued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems Effective: January 1, 2022



# BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida Power & Light Company.

DOCKET NO. 20210015-EI ORDER NO. PSC-2021-0446A-S-EI ISSUED: December 9, 2021

# AMENDATORY ORDER

# BY THE COMMISSION:

On December 2, 2021, we issued Order No. PSC-2021-0446-S-EI, approving the 2021 Stipulation and Settlement Agreement entered into by Florida Power and Light Company (FPL), the Office of Public Counsel, and several intervening parties as a full resolution of the issues raised in this docket with respect to FPL's petition for rate increase. However, due to scrivener's errors, several dates and references in the Order are not correct. Therefore, Order No. PSC-2021-0446-S-EI is amended in the following respects:

# Page 4, third full paragraph, first sentence:

The 2021 Settlement has a minimum four year term through December 31, 20265.

# Page 8, fourth full paragraph, first sentence:

We have been asked whether we have the statutory authority to approve seven regulatory rate recovery mechanisms found in the 2021 Settlement Agreement.

# Page 8, last sentence (continued on page 9):

In the 2021 Settlement, the SCRM, SoBRA, Asset Incentive, and federal and state corporate income tax adjustment all contain the following provisions: (1) a description of the activity whose costs are sought to be recovered; (2) a method for calculating those costs; (3) a description of how and when those costs will be recovered, i.e., an increase in base rates, a surcharge, etc.; and (4) a "true-up" proceeding in which the final costs for the activity are litigated and determined.

# Page 11, footnote 29, first sentence:

The RSAM <u>concept</u> was first approved as part of the <u>a</u> Settlement Agreement for FPL's <u>in 20161</u> base rate case.

# Page 14, third full paragraph, third sentence:

ORDER NO. PSC-2021-0446A-S-EI DOCKET NO. 20210015-EI PAGE 2

As noted above, the procedures established in the 2021 Settlement for the SCRM, SoBRA, Asset Incentive, and federal and state corporate income tax adjustments all require a "true-up" proceeding in which the final costs for each activity are litigated and determined.

# Page 14, third full paragraph, fourth sentence:

Contrary to FAIR and Fla. Rising's assertion that there has been no opportunity by ratepayers to question these mechanisms and adjustments prior to their implementation and prescribed rate increases, ratepayers will actually have been given two opportunities to do so: once at the November 2-September 20, 2021, hearing on the base rate case/2021 Settlement, and another when the final costs are ultimately determined.

# Page 17, third bullet, first sentence:

FPL can seek recovery of costs associated with any tropical storm system named by the National Hurricane Center or its successor without the application of any form of earnings test or measure and irrespective of previous or current base rate earnings or the remaining unamortized storm reserve as described in Paragraph 16 of the 2021 Settlement.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Order No. PSC-2021-0446-S-EI is hereby amended to reflect the above corrections. It is further

ORDERED that Order No. PSC-2021-0446-S-EI is reaffirmed in all other respects.

ORDER NO. PSC-2021-0446A-S-EI DOCKET NO. 20210015-EI PAGE 3

By ORDER of the Florida Public Service Commission this 9th day of December, 2021.



ADAM J. THITZMAN Commission Clerk

Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399 (850) 413-6770

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

SPS

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT THAT WAS FILED WITH THE FLORIDA PUBLIC SERVICE COMMISSION

ADAM J. TEITZMAN, COMMISSION CLERK (or Office of Commission Clerk designee)