



Dianne M. Triplett
DEPUTY GENERAL COUNSEL

May 15, 2023

VIA ELECTRONIC FILING

Adam J. Teitzman, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: *Petition for Approval of Smart Outdoor Lighting Services Pilot Program*
Docket _____

Dear Mr. Teitzman:

On behalf of Duke Energy Florida, LLC (“DEF”), please find enclosed for electronic filing:

- Petition for Approval of Smart Outdoor Lighting Services Pilot Program;
- Exhibit A - Legislative Format Tariffs (Forty-First Revised 6.280 and Thirty-Sixth Revised 6.281);
- Exhibit B - Clean Format Tariffs (Forty-First Revised 6.280 and Thirty-Sixth Revised 6.281); and
- Exhibit C – Terms and Conditions

Thank you for your assistance in this matter. Should have any questions, please feel free to contact me at (727) 820-4692.

Sincerely,

/s/ Dianne M. Triplett

Dianne M. Triplett

DMT/mw

Enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Smart
Outdoor Lighting Services Pilot Program
By Duke Energy Florida, LLC

Docket No. _____

Filed: May 15, 2023

**DUKE ENERGY FLORIDA, LLC’s PETITION FOR APPROVAL OF SMART
OUTDOOR LIGHTING SERVICES PILOT PROGRAM**

Pursuant to Rules 25-9.004 and 25-9.033, F.A.C, Duke Energy Florida, LLC (“DEF” or “the Company”) hereby petitions this Commission for approval of a new voluntary Smart Outdoor Lighting Services Pilot Program (“Pilot Program”), as presented in the modifications to DEF’s Rate Schedule - Tariff Sheet Nos. 6.280 and 6.281. The Pilot Program will allow certain customers, who take service under the existing LS-1 lighting tariff, to set their own personal lighting schedule to meet their needs. DEF is proposing this as a pilot, so that it can gain learnings about how customers utilize the service and determine if a permanent program is necessary and how such a program would be structured. In support of this Petition, DEF states as follows:

1. The Petitioner’s name and address are:

Duke Energy Florida, LLC
299 1st Avenue North
St. Petersburg, Florida 33701

2. Any pleading, motion, notice, order, or other document required to be served upon

DEF or filed by any party to this proceeding should be served upon the following individuals:

Dianne M. Triplett
Dianne.Triplett@duke-energy.com
Duke Energy Florida, LLC
299 1st Avenue North
St. Petersburg, Florida 33701
(727) 820-4962

Matthew R. Bernier
Matthew.Bernier@duke-energy.com
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Duke Energy Florida, LLC
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106 E. College Avenue, Ste. 800
Tallahassee, FL 32301
Stephanie.Cuello@duke-energy.com
(850) 521-1425
(727) 820-5041 (fax)

3. DEF is the utility primarily affected by the request in this Petition. DEF is an investor-owned electric utility, regulated by the Commission, and is a wholly-owned subsidiary of Duke Energy Corporation. The Company's principal place of business is located at 299 1st Avenue North, St. Petersburg, Florida 33701. DEF serves approximately 1.9 million retail customers in Florida.

4. This Petition is being filed consistent with Rule 28-106.201, F.A.C. The agency affected is the Florida Public Service Commission, located at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399. This case does not involve reversal or modification of an agency decision or an agency's proposed action. Therefore, subparagraph (c) and portions of subparagraphs (b), (e), (f), and (g) of subsection (2) of that rule are not applicable to this Petition. In compliance with subparagraph (d), DEF states that it is not known at this time which, if any, of the issues of material fact set forth in the body of this Petition may be disputed by any others who may plan to participate in this proceeding.

5. Exhibits A and B to this Petition contain proposed tariff sheets in legislative format and clean copy format respectively, including Section No. VI, Forty-First Revised Sheet No. 6.280, and Thirty-Sixth Revised Sheet No. 6.281 of DEF's Retail Tariff Rate Schedule. Exhibit C to this Petition contains the Terms and Conditions to which a customer participating in the Pilot Program must agree.

6. In this Petition, DEF requests approval of a Pilot Program to allow customers to set their own lighting schedules. Specifically, all lights offered to customers under DEF's LS-1 tariff operate using photovoltaic cells from dusk to dawn. However, there are some customers who may wish to utilize their lights in a different manner. For example, a sporting arena may only need the lights on until late evening, whereas a customer with lights in a parking lot may wish to light the lot for slightly longer than dusk to dawn. Customers may also wish to utilize dimming capabilities at various times during the night. DEF's current LS-1 tariff does not allow for such changes, because the energy rates for the LS-1 tariff are set for all customers based on the same lighting schedule (i.e., the hours from dusk to dawn). DEF presents this Pilot Program so that it can gather data on energy usage changes from these customers, so that it can consider a future permanent program that is appropriately priced.

7. The Pilot Program, if approved, would run for an 18-month period from the date of the final Commission order approving this Petition. No less than sixty (60) days before the expiration of the Pilot Program, DEF will file an amendment to its LS-1 tariff to remove the reference to the Pilot Program. Customers can participate if they take service under the LS-1 tariff for at least five (5) LED lights with Company-installed smart nodes. The Pilot Program is limited to 10,000 lights, but DEF reserves the right to increase the number. Additional details are included in Exhibit C.

WHEREFORE, DEF respectfully requests the Commission approve this Petition and the modifications to Section No. VI, Forty-First Revised Sheet No. 6.280 of DEF's Retail Tariff Rate

Schedule as set forth in Exhibits A and B attached hereto.

Respectfully submitted this 15th day of May, 2023.

/s/ Dianne M. Triplett

DIANNE M. TRIPLETT

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EXHIBIT A

**Legislative Format Tariffs
(1 copy)**

Section No. VI, Forty-First Revised Sheet No. 6.280
Section No. VI, Thirty-Sixth Revised Sheet No. 6.281



6.280

SECTION NO. VI

~~FORTIETH-FORTY-FIRST~~ REVISED SHEET NO. 6.280

CANCELS ~~THIRTY-NINTH-FORTIETH~~ REVISED SHEET NO.

**RATE SCHEDULE LS-1
LIGHTING SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer for the sole purpose of lighting roadways or other outdoor land use areas; served from either Company or customer owned fixtures of the type available under this rate schedule. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party.

Character of Service:

Continuous dusk to dawn automatically controlled lighting service (i.e. photoelectric cell); alternating current, 60 cycle, single phase, at the Company's standard voltage available; provided, however, that Customers electing to participate in the Smart Outdoor Lighting Service Pilot Program may choose a different period of time.

Smart Outdoor Lighting Services Pilot Program:

Any customer, who is in good financial standing and takes service under LS-1 for certain LED fixtures with Company-installed smart nodes, may apply to participate in the Smart Outdoor Lighting Services Pilot Program ("Smart Pilot"). During the 18-month Smart Pilot period, customers can schedule lighting service during the time period from 30 minutes prior to dusk until 30 minutes after dawn. Participants in the Smart Pilot will agree to the Smart Pilot's Terms and Conditions and will continue to be billed through the LS-1 rates. Participation in the Smart Pilot is limited to 10,000 lights, but the Company reserves the right to allow additional participation.

Limitation of Service:

Availability of certain fixture or pole types at a location may be restricted due to accessibility.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

Rate Per Month:

Customer Charge:

Unmetered:	\$ 1.65 per line of billing
Metered:	\$ 4.71 per line of billing

Energy and Demand Charge:

Non-Fuel Energy Charge:	2.852¢ per kWh
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Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

Per Unit Charges:

I. Fixtures:

(Continued on Page No. 2)

ISSUED BY: Thomas G. Foster, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: **January 1, 2023**



6.280

SECTION NO. VI
FORTIETH-FORTY-FIRST REVISED SHEET NO. 6.280
 CANCELS ~~THIRTY-NINTH~~**FORTIETH** REVISED SHEET NO.

BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
Incandescent: ¹							
110	Roadway	1,000	105	32	\$1.02	\$4.70	\$0.91
115	Roadway	2,500	205	66	1.60	4.32	1.88
170	Post Top	2,500	205	72	20.01	4.32	2.05
Mercury Vapor: ¹							
205	Open Bottom	4,000	100	44	\$2.38	\$1.80	\$1.25
210	Roadway	4,000	100	44	3.06	1.80	1.25
215	Post Top	4,000	100	44	3.60	1.80	1.25
220	Roadway	8,000	175	71	3.10	1.77	2.02
225	Open Bottom	8,000	175	71	2.45	1.77	2.02
235	Roadway	21,000	400	158	3.75	1.79	4.54
240	Roadway	62,000	1,000	386	5.49	2.07	11.01
245	Flood	21,000	400	158	4.92	1.79	4.54
250	Flood	62,000	1,000	386	5.77	2.07	11.01

(Continued on Page No. 2)

ISSUED BY: Thomas G. Foster, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: **January 1, 2023**



6.281

SECTION NO. VI
 THIRTY-~~FIFTH~~~~SIXTH~~ REVISED SHEET NO. 6.281
 CANCELS THIRTY-~~FOURTH~~~~FIFTH~~ REVISED SHEET NO.

RATE SCHEDULE LS-1
 LIGHTING SERVICE
 (Continued from Page No. 1)

I. Fixtures: (Continued)

BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
	Sodium Vapor: ¹						
<u>235</u>	<u>Roadway</u>	<u>21,000</u>	<u>400</u>	<u>158</u>	<u>3.75</u>	<u>1.79</u>	<u>4.51</u>
<u>240</u>	<u>Roadway</u>	<u>62,000</u>	<u>1,000</u>	<u>386</u>	<u>5.49</u>	<u>2.07</u>	<u>11.01</u>
<u>245</u>	<u>Flood</u>	<u>21,000</u>	<u>400</u>	<u>158</u>	<u>4.92</u>	<u>1.79</u>	<u>4.51</u>
<u>250</u>	<u>Flood</u>	<u>62,000</u>	<u>1,000</u>	<u>386</u>	<u>5.77</u>	<u>2.07</u>	<u>11.01</u>
300	HPS Deco Rdwy White	50,000	400	168	\$10.50	\$1.87	\$4.79
301	Sandpiper HPS Deco Roadway	27,500	250	104	13.61	1.85	2.97
302	Sandpiper HPS Deco Rdwy Blk	9,500	100	42	13.16	1.84	1.20
305	Open Bottom	4,000	50	21	2.49	1.86	0.60
306	100W HS Deco Rdwy Blk	9,500	100	42	10.19	1.84	1.20
310	Roadway	4,000	50	21	3.06	1.86	0.60
313	Open Bottom	6,500	70	29	4.11	1.84	0.83
314	Hometown II	9,500	100	42	3.83	1.84	1.20
315	Post Top - Colonial/Contemp	4,000	50	21	4.95	1.86	0.60
316	Colonial Post Top	4,000	50	34	3.97	1.86	0.97
318	Post Top	9,500	100	42	2.45	1.84	1.20
320	Roadway-Overhead Only	9,500	100	42	4.04	1.84	1.20
321	Deco Post Top - Monticello	9,500	100	49	12.59	1.84	1.40
322	Deco Post Top - Flagler	9,500	100	49	15.53	1.84	1.40
323	Roadway-Turtle OH Only	9,500	100	42	4.84	1.84	1.20
325	Roadway-Overhead Only	16,000	150	65	4.57	1.85	1.85
326	Deco Post Top – Sanibel	9,500	100	49	18.69	1.84	1.40
330	Roadway-Overhead Only	22,000	200	87	3.40	1.85	2.48
335	Roadway-Overhead Only	27,500	250	104	5.68	1.85	2.97
336	Roadway-Bridge	27,500	250	104	6.28	1.85	2.97
337	Roadway-DOT	27,500	250	104	5.47	1.85	2.97
338	Deco Roadway–Maitland	27,500	250	104	9.65	1.85	2.97
340	Roadway-Overhead Only	50,000	400	169	5.79	1.87	4.82
341	HPS Flood-City of Sebring only	16,000	150	65	3.78	1.85	3.08
342	Roadway-Turnpike	50,000	400	168	8.33	1.87	4.79
343	Roadway-Turnpike	27,500	250	108	8.50	1.85	3.08
345	Flood-Overhead Only	27,500	250	103	5.18	1.85	2.94
347	Clermont	9,500	100	49	20.49	1.84	1.40
348	Clermont	27,500	250	104	21.51	1.85	2.97
350	Flood-Overhead Only	50,000	400	170	5.36	1.87	4.85
351	Underground Roadway	9,500	100	42	5.68	1.84	1.20
352	Underground Roadway	16,000	150	65	6.21	1.85	1.85
353	Underground Roadway	22,000	200	87	6.21	1.85	2.48
354	Underground Roadway	27,500	250	108	7.33	1.85	3.08
356	Underground Roadway	50,000	400	168	7.44	1.87	4.79
357	Underground Flood	27,500	250	108	8.83	1.85	3.05
358	Underground Flood	50,000	400	168	9.01	1.87	4.79
359	Underground Turtle Roadway	9,500	100	42	6.59	1.84	1.20
360	Deco Roadway Rectangular	9,500	100	47	11.93	1.84	1.34
365	Deco Roadway Rectangular	27,500	250	108	11.39	1.85	3.08
366	Deco Roadway Rectangular	50,000	400	168	11.39	1.87	4.79
370	Deco Roadway Round	27,500	250	108	16.48	1.85	3.08
375	Deco Roadway Round	50,000	400	168	16.48	1.87	4.79
380	Deco Post Top – Ocala	9,500	100	49	10.42	1.84	1.40
381	Deco Post Top	9,500	100	49	3.77	1.84	1.40
383	Deco Post Top-Biscayne	9,500	100	49	13.21	1.84	1.40
385	Deco Post Top – Sebring	9,500	100	49	6.67	1.84	1.40
393	Deco Post Top	4,000	50	21	8.13	1.86	0.60
394	Deco Post Top	9,500	100	49	16.92	1.84	1.40

(Continued on Page No. 3)

ISSUED BY: Thomas G. Foster, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: **January 1, 2023**

EXHIBIT B

**Clean Copy Format Tariffs
(1 Copy)**

Section No. VI, Forty-First Revised Sheet No. 6.280
Section No. VI, Thirty-Sixth Revised Sheet No. 6.281



**RATE SCHEDULE LS-1
 LIGHTING SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer for the sole purpose of lighting roadways or other outdoor land use areas; served from either Company or customer owned fixtures of the type available under this rate schedule. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party.

Character of Service:

Continuous dusk to dawn automatically controlled lighting service (i.e. photoelectric cell); alternating current, 60 cycle, single phase, at the Company's standard voltage available; provided, however, that Customers electing to participate in the Smart Outdoor Lighting Service Pilot Program may choose a different period of time.

Smart Outdoor Lighting Services Pilot Program:

Any customer, who is in good financial standing and takes service under LS-1 for certain LED fixtures with Company-installed smart nodes, may apply to participate in the Smart Outdoor Lighting Services Pilot Program ("Smart Pilot"). During the 18-month Smart Pilot period, customers can schedule lighting service during the time period from 30 minutes prior to dusk until 30 minutes after dawn. Participants in the Smart Pilot will agree to the Smart Pilot's Terms and Conditions and will continue to be billed through the LS-1 rates. Participation in the Smart Pilot is limited to 10,000 lights, but the Company reserves the right to allow additional participation.

Limitation of Service:

Availability of certain fixture or pole types at a location may be restricted due to accessibility.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

Rate Per Month:

Customer Charge:

Unmetered: \$ 1.65 per line of billing
 Metered: \$ 4.71 per line of billing

Energy and Demand Charge:

Non-Fuel Energy Charge: 2.852¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

Per Unit Charges:

I. Fixtures:

BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
Incandescent: ¹							
110	Roadway	1,000	105	32	\$1.02	\$4.70	\$0.91
115	Roadway	2,500	205	66	1.60	4.32	1.88
170	Post Top	2,500	205	72	20.01	4.32	2.05
Mercury Vapor: ¹							
205	Open Bottom	4,000	100	44	\$2.38	\$1.80	\$1.25
210	Roadway	4,000	100	44	3.06	1.80	1.25
215	Post Top	4,000	100	44	3.60	1.80	1.25
220	Roadway	8,000	175	71	3.10	1.77	2.02
225	Open Bottom	8,000	175	71	2.45	1.77	2.02

(Continued on Page No. 2)

ISSUED BY: Thomas G. Foster, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE:



**RATE SCHEDULE LS-1
 LIGHTING SERVICE**
 (Continued from Page No. 1)

I. Fixtures: (Continued)

BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
	Sodium Vapor: ¹						
235	Roadway	21,000	400	158	3.75	1.79	4.51
240	Roadway	62,000	1,000	386	5.49	2.07	11.01
245	Flood	21,000	400	158	4.92	1.79	4.51
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302	Sandpiper HPS Deco Rdwy Blk	9,500	100	42	13.16	1.84	1.20
305	Open Bottom	4,000	50	21	2.49	1.86	0.60
306	100W HS Deco Rdwy Blk	9,500	100	42	10.19	1.84	1.20
310	Roadway	4,000	50	21	3.06	1.86	0.60
313	Open Bottom	6,500	70	29	4.11	1.84	0.83
314	Hometown II	9,500	100	42	3.83	1.84	1.20
315	Post Top - Colonial/Contemp	4,000	50	21	4.95	1.86	0.60
316	Colonial Post Top	4,000	50	34	3.97	1.86	0.97
318	Post Top	9,500	100	42	2.45	1.84	1.20
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326	Deco Post Top – Sanibel	9,500	100	49	18.69	1.84	1.40
330	Roadway-Overhead Only	22,000	200	87	3.40	1.85	2.48
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345	Flood-Overhead Only	27,500	250	103	5.18	1.85	2.94
347	Clermont	9,500	100	49	20.49	1.84	1.40
348	Clermont	27,500	250	104	21.51	1.85	2.97
350	Flood-Overhead Only	50,000	400	170	5.36	1.87	4.85
351	Underground Roadway	9,500	100	42	5.68	1.84	1.20
352	Underground Roadway	16,000	150	65	6.21	1.85	1.85
353	Underground Roadway	22,000	200	87	6.21	1.85	2.48
354	Underground Roadway	27,500	250	108	7.33	1.85	3.08
356	Underground Roadway	50,000	400	168	7.44	1.87	4.79
357	Underground Flood	27,500	250	108	8.83	1.85	3.05
358	Underground Flood	50,000	400	168	9.01	1.87	4.79
359	Underground Turtle Roadway	9,500	100	42	6.59	1.84	1.20
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365	Deco Roadway Rectangular	27,500	250	108	11.39	1.85	3.08
366	Deco Roadway Rectangular	50,000	400	168	11.39	1.87	4.79
370	Deco Roadway Round	27,500	250	108	16.48	1.85	3.08
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383	Deco Post Top-Biscayne	9,500	100	49	13.21	1.84	1.40
385	Deco Post Top – Sebring	9,500	100	49	6.67	1.84	1.40
393	Deco Post Top	4,000	50	21	8.13	1.86	0.60
394	Deco Post Top	9,500	100	49	16.92	1.84	1.40

(Continued on Page No. 3)

ISSUED BY: Thomas G. Foster, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE:

EXHIBIT C

Terms and Conditions

Exhibit C

Terms and Conditions

Customer certifies that the customer's name, "**Customer**," and address, "**Property**," provided to the prospective customer(s) found on the Duke Energy's Pilot Fact Sheet via the online form is true and correct and agrees to the Duke Energy Florida, LLC ("**Duke Energy**" or "**Company**") Smart Outdoor Lighting Services Pilot ("**Pilot**") terms and conditions set forth herein (the "**Agreement**").

A. Eligibility and Requirements

1. The initial pilot will be limited to a total of 10,000 lights on the program over the duration of the pilot period. During the pilot, if DEF determines the program is able to accommodate additional lights and customers, then DEF may at its own discretion allow the inclusion of additional lights and/or customers greater than the initial threshold of 10,000 lights.
2. Duke Energy reserves the right to cancel or modify the Pilot or terminate Customer's participation in the Pilot if a customer fails to (1) actively participate in the pilot by not setting at least one schedule during the duration of the pilot; (2) fails to meet the requirements in Section A.3 of the Terms and Conditions. Duke Energy also reserves the right to close the program to new and current applicants at any time during the 18 month pilot period.
3. Customer must; (1) be served from Company-owned fixtures on the LS-1 rate schedule with company installed smart nodes during the entire period of the Pilot; (2) be in good financial standing with Company; (3) include a minimum of five Light Emitting Diode (LED) lighting fixtures in the Pilot.
4. Participation must be for a minimum of twelve (12) months within the Pilot period.
5. The customer voluntarily participates in this Pilot and acknowledges that any reduction in their outdoor lighting energy usage will not alter the amount of their bill for electric or outdoor lighting service.
6. At the conclusion of the pilot, participating lights will conform to dusk to dawn as defined in the LS-1 tariff.

B. Definitions and Terms

1. **Designated Account Owners:** Designated point of contact from customer that is allowed to make lighting schedule changes.
2. **Schedule Changes:**
 - a. **Normal Schedule Changes:** Schedule changes to set routine lighting schedules for outdoor fixtures. Customers are allowed to make changes they see fit within the requirements of the pilot. The processing time to make the changes will be five (5) business days. Schedule change request(s) can be made through the pilot webform or email.

- b. **Special Event Schedule Changes:** Emergent special event schedule changes that are deemed temporary. The processing time of these requests is three (3) business days.

	<i>Processing Time</i>
Schedule Changes	5 Business Days
Special Event Schedule Changes	3 Business Days

3. **Minimum Brightness:** The customer cannot request 50% below the standard output of the fixture.
4. **Maximum Brightness:** The customer cannot request greater than 100% of the standard output of the fixture.
5. **Liability:** The customer is solely responsible for any incidents related to the modification of a user's lighting schedule. Duke Energy does not accept any responsibility for any incidents that occur while the customer(s) participate in the pilot.
6. **Transferability and Termination:** Customer's participation in the Pilot is not transferable or assignable to another party. If Customer transfers their electric service to a different location within the Duke Energy service territory, Customer shall notify Duke Energy in writing of such transfer, and Customer's enrollment in the Pilot shall be transferred to the new service location if the new location meets the requirements set in Section A of this document. Customer's participation in the Pilot shall terminate if the Customer:
 - i. Discontinues electric service and relocates outside the Duke Energy service territory
 - ii. No longer complies with the requirements of Section A.2 and A.3 above
7. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to its conflict of laws principles.

By submitting and signing this Agreement, Customer agrees to the foregoing terms and conditions.