IN THE CIRCUIT COURT OF THE ELEVENTH CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 2017 CA 022854-CA-01

HEYDI VELEZ, MIRIAM PEREZ, GUILLERMO PATINO-HIDALGO, MERCEDES SASTRE, CARLOS M. COLINA, SHALOM NAVARRO, ENRIQUE ARGUELLES, RUBENS N. MENDIOLA, JOSE A. ZARRUK, INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED,

Plaintiff(s),

v.

FLORIDA POWER & LIGHT COMPANY

Defendant.

CLASS REPRESENTATION

PLAINTIFFS' AMENDED CLASS ACTION COMPLAINT FOR DAMAGES
(Amended as of February 1, 2018)

Plaintiffs, Heydi Velez, Miriam Perez, Guillermo Patino-Hidalgo, Mercedes Sastre, Carlos M. Colina, Shalom Navarro, Enrique Arguelles, Rubens N. Mendiola, and Jose A. Zarruk, (collectively "Plaintiffs"), individually and on behalf of all others similarly situated (the "Class"), bring this action against Defendant, Florida Power & Light ("FPL") and allege as follows:

INTRODUCTION

1. **"We train, plan, and prepare all year so that once the storm does pass we can help put your life back to normal fast. Storm season is here, we're ready."**[1] That is what FPL told customers before the 2017 Hurricane Season. But, FPL was far from ready for the storm; in fact, it proved to be grossly unprepared and was fully aware of it.

[1] FPL Storm Preparedness Advertising English Campaign, *available at* https://youtu.be/kGd0dBkzcow.

2. When Hurricane Irma's spiral bands unleashed tropical storm force winds in the South Florida area, FPL customers experienced prolonged power outages in the sweltering summer heat. Because of this extended electrical outage, FPL customers suffered consequential damages. Plaintiffs and the Class suffered damages that included but were not limited to loss of perishable goods and food, lost profits, and incurred expenses, despite its "storm ready" claims and monthly "storm charge" [2].

3. FPL claims it invested the nearly $3 billion dollars, which it collected from its customers for storm-recovery activities to strengthen its electric grid and transmission system by hardening power lines, clearing vegetation, inspecting and replacing decaying power poles, installing "smart" meters, and otherwise bettering its facilities to prevent prolonged power outages from foreseeable wind events. But customer experiences after Hurricane Irma differ dramatically from FPL's "storm ready" promise.

4. This case arises from acts and damages that are above and beyond disappointed expectations of the benefit of the bargain. Specifically, the nature of relief sought by Plaintiffs flow from FPL's gross negligence and breach of contractual undertaking to replace defective equipment and clear vegetation overgrowth. FPL's gross negligence and breach of contractual obligation resulted in an extended electrical outage that caused Plaintiffs substantial losses.

5. This action does not seek a refund of charges nor does it challenge FPL's rates but, instead, exclusively seeks to recover consequential damages and any other damages

[2] A storm recovery charge is the amount a public utility is authorized to recover or to replenish its storm-recovery reserve by imposing a surcharge on all customer bills. Fla. Stat. § 366.8260(m); *See also* Understanding your bill: residential customers, *available at* https://www.fpl.com/rates/pdf/residential-explanation.pdf; and Understanding your bill: business customers (with demand charge), *available at* https://www.fpl.com/rates/pdf/demand-explanation.pdf.

awardable as a matter of law for the prolonged periods of power outages resulting from FPL's failure to fulfill its contractual obligation and gross negligence.

6. Hence, Plaintiffs bring this action individually and on behalf of FPL customers that experienced extended electrical outages as a result of FPL's failure to strengthen its grid, remove grossly decaying utility poles, and clear vegetation overgrowth at, near, or contacting overhead power lines.

JURISDICTION & VENUE

7. This is an action in which the amount in controversy, in the aggregate, exceeds the sum of fifteen thousand dollars ($15,000.00), exclusive of interests, costs, and attorneys' fees.

8. Venue is proper pursuant to Section 47.051, Florida Statutes, because the breach of contract and gross negligence that severely affected FPL customers occurred in this venue.

PARTIES

9. Plaintiff, Heydi Velez, is an individual residing in Miami-Dade County, Florida who entered into a contractual agreement[3] with FPL for electrical services at her home in consideration for a monthly rate. Mrs. Velez has at all times relevant paid a monthly storm surcharge arising under her contractual agreement with FPL. This surcharge was made via a payment to FPL in consideration for FPL's service to harden its distribution infrastructure, provide vegetation management, better its grid, remove decaying utility poles and strengthen its facilities to mitigate against prolonged outages after a foreseeable storm. In consideration for Plaintiffs' payment of the surcharge, FPL undertook the duty to trim, remove, and clear

[3] *See* General Rules and Regulations for Electric Service, *available at* https://www.fpl.com/rates/pdf/electric-tariff-section6.pdf; *see also* **Exhibit A**.

branches, canopies or vegetation overgrowth that would contribute to downed power lines in a storm.

10. Prior to Hurricane Irma making landfall, FPL notified its residential customers, as reflected in **Exhibit B**, it would undertake the duty of removing branches and limits that would cause safety hazards and power outages by brushing against or falling upon its power lines during windy weather. FPL failed to perform its stated undertaken duty to clear power lines, trim trees, and remove vegetation overgrowth in consideration for the surcharge payments it received from its customers.

11. FPL failed to comply with its promises in failing to properly prepare for Hurricane Irma and did not have a reliable restoration plan in effect to restore power faster for FPL residential customers. FPL, through its past experience as a utility in the state of Florida, knew or should have known that its failure to replace its decaying company power poles, power lines, outdated grids, and transformers, coupled with its gross failure to identify and clear tree limbs, debris, and vegetation overgrowth, would exaggerate hurricane-related losses and result in consequential damages. Notwithstanding these foreseeable, dangerous, and life-threatening conditions, FPL made no effort to remedy and better its facilities.

12. Hurricane Irma impacted South Florida on Sunday, September 10, 2017. By that Sunday afternoon, Mrs. Velez and members of the Class similarly experienced a power outage at their residence. As a result of the power outage, Mrs. Velez and the Class had to discard perishable and refrigerated food, and incurred expenses.

13. As such, Mrs. Velez and the Class suffered consequential damages directly flowing from FPL's willful nonperformance of its contractual obligation to be "storm ready," and gross negligence in the performance of its services.

14. Plaintiff, Miriam Perez, is an individual residing in Miami-Dade County, Florida who entered into a contractual agreement with FPL for electrical services at her home in consideration for a monthly rate. Mrs. Perez has at all times relevant paid a monthly storm surcharge arising under her contractual agreement with FPL. This surcharge was made via a payment to FPL in consideration for FPL's service to harden its distribution infrastructure, provide vegetation management, better its grid, remove decaying utility poles and strengthen its facilities to mitigate against prolonged outages after a foreseeable storm. In consideration for Plaintiffs' payment of the surcharge, FPL undertook the duty to trim, remove, and clear branches, canopies or vegetation overgrowth that would contribute to downed power lines in a storm. FPL failed to comply with its promises in failing to properly prepare for Hurricane Irma and did not have a reliable restoration plan in effect to restore power faster for FPL residential customers. As a result, Mrs. Perez suffered the following damages: loss of income, spoiled food, loss of sleep, headaches, intense discomfort, and constant bug bites to herself and her children.

15. Plaintiff Guillermo Patino-Hidalgo, is an individual residing in Miami-Dade County, Florida who entered into a contractual agreement with FPL for electrical services at his home in consideration for a monthly rate. Mr. Patino-Hidalgo has at all times relevant paid a monthly storm surcharge arising under his contractual agreement with FPL. This surcharge was made via a payment to FPL in consideration for FPL's service to harden its distribution infrastructure, provide vegetation management, better its grid, remove decaying utility poles and strengthen its facilities to mitigate against prolonged outages after a foreseeable storm. In consideration for Plaintiffs' payment of the surcharge, FPL undertook the duty to trim, remove, and clear branches, canopies or vegetation overgrowth that would contribute to downed power lines in a storm. FPL failed to comply with its promises in failing to properly prepare for

Hurricane Irma and did not have a reliable restoration plan in effect to restore power faster for FPL residential customers. As a result, Mr. Patino-Hidalgo suffered the following damages: loss of income, spoiled food, loss of sleep, numerous bug bites to himself and his children, and damages to the home and appliances from being without power for over two weeks.

16. Plaintiff, Mercedes Sastre, is an individual residing in Miami-Dade County, Florida who entered into a contractual agreement with FPL for electrical services at her home in consideration for a monthly rate. Mrs. Sastre has at all times relevant paid a monthly storm surcharge arising under her contractual agreement with FPL. This surcharge was made via a payment to FPL in consideration for FPL's service to harden its distribution infrastructure, provide vegetation management, better its grid, remove decaying utility poles and strengthen its facilities to mitigate against prolonged outages after a foreseeable storm. In consideration for Plaintiffs' payment of the surcharge, FPL undertook the duty to trim, remove, and clear branches, canopies or vegetation overgrowth that would contribute to downed power lines in a storm. FPL failed to comply with its promises in failing to properly prepare for Hurricane Irma and did not have a reliable restoration plan in effect to restore power faster for FPL residential customers. As a result, Mrs. Sastre suffered the following damages: loss of income, spoiled food, loss of sleep, intense discomfort, and difficulty breathing as Mrs. Sastre suffers from asthma.

17. Plaintiff Carlos M. Colina, is an individual residing in Miami-Dade County, Florida who entered into a contractual agreement with FPL for electrical services at his home in consideration for a monthly rate. Mr. Colina has at all times relevant paid a monthly storm surcharge arising under his contractual agreement with FPL. This surcharge was made via a payment to FPL in consideration for FPL's service to harden its distribution infrastructure, provide vegetation management, better its grid, remove decaying utility poles and strengthen its

facilities to mitigate against prolonged outages after a foreseeable storm. In consideration for Plaintiffs' payment of the surcharge, FPL undertook the duty to trim, remove, and clear branches, canopies or vegetation overgrowth that would contribute to downed power lines in a storm. FPL failed to comply with its promises in failing to properly prepare for Hurricane Irma and did not have a reliable restoration plan in effect to restore power faster for FPL residential customers. As a result, Mr. Colina suffered the following damages: loss of income, spoiled food, loss of sleep, intense discomfort, and skin irritation due to intense heat.

18. Plaintiff, Shalom Navarro, is an individual residing in Miami-Dade County, Florida who entered into a contractual agreement with FPL for electrical services at his home in consideration for a monthly rate. Mr. Navarro has at all times relevant paid a monthly storm surcharge arising under his contractual agreement with FPL. This surcharge was made via a payment to FPL in consideration for FPL's service to harden its distribution infrastructure, provide vegetation management, better its grid, remove decaying utility poles and strengthen its facilities to mitigate against prolonged outages after a foreseeable storm. In consideration for Plaintiffs' payment of the surcharge, FPL undertook the duty to trim, remove, and clear branches, canopies or vegetation overgrowth that would contribute to downed power lines in a storm. FPL failed to comply with its promises in failing to properly prepare for Hurricane Irma and did not have a reliable restoration plan in effect to restore power faster for FPL residential customers. As a result, Mr. Navarro suffered the following damages: loss of income, spoiled food, loss of sleep, and intense discomfort.

19. Plaintiff, Enrique Arguelles, is an individual residing in Miami-Dade County, Florida who entered into a contractual agreement with FPL for electrical services at his home in consideration for a monthly rate. Mr. Arguelles has at all times relevant paid a monthly storm

surcharge arising under his contractual agreement with FPL. This surcharge was made via a payment to FPL in consideration for FPL's service to harden its distribution infrastructure, provide vegetation management, better its grid, remove decaying utility poles and strengthen its facilities to mitigate against prolonged outages after a foreseeable storm. In consideration for Plaintiffs' payment of the surcharge, FPL undertook the duty to trim, remove, and clear branches, canopies or vegetation overgrowth that would contribute to downed power lines in a storm. FPL failed to comply with its promises in failing to properly prepare for Hurricane Irma and did not have a reliable restoration plan in effect to restore power faster for FPL residential customers. As a result, Mr. Arguelles suffered the following damages: loss of income, spoiled food, loss of sleep, intense discomfort, and damages to the home in the form of an air conditioning unit and water filter.

20. Plaintiff, Rubens N. Mendiola, is an individual residing in Miami-Dade County, Florida who entered into a contractual agreement with FPL for electrical services at his home in consideration for a monthly rate. Mr. Mendiola has at all times relevant paid a monthly storm surcharge arising under his contractual agreement with FPL. This surcharge was made via a payment to FPL in consideration for FPL's service to harden its distribution infrastructure, provide vegetation management, better its grid, remove decaying utility poles and strengthen its facilities to mitigate against prolonged outages after a foreseeable storm. In consideration for Plaintiffs' payment of the surcharge, FPL undertook the duty to trim, remove, and clear branches, canopies or vegetation overgrowth that would contribute to downed power lines in a storm. FPL failed to comply with its promises in failing to properly prepare for Hurricane Irma and did not have a reliable restoration plan in effect to restore power faster for FPL residential

customers. As a result, Mr. Mendiola suffered the following damages: loss of income, spoiled food, loss of sleep, and intense discomfort.

21. Plaintiff, Jose A. Zarruk, is an individual residing in Miami-Dade County, Florida who entered into a contractual agreement with FPL for electrical services at his home in consideration for a monthly rate. Mr. Zarruk has at all times relevant paid a monthly storm surcharge arising under his contractual agreement with FPL. This surcharge was made via a payment to FPL in consideration for FPL's service to harden its distribution infrastructure, provide vegetation management, better its grid, remove decaying utility poles and strengthen its facilities to mitigate against prolonged outages after a foreseeable storm. In consideration for Plaintiffs' payment of the surcharge, FPL undertook the duty to trim, remove, and clear branches, canopies or vegetation overgrowth that would contribute to downed power lines in a storm. FPL failed to comply with its promises in failing to properly prepare for Hurricane Irma and did not have a reliable restoration plan in effect to restore power faster for FPL residential customers. As a result, Mr. Zarruk suffered the following damages: loss of income, spoiled food, loss of sleep, intense discomfort, and bug bites.

22. FPL, the largest of NextEra Energy's subsidiaries, delivers rate-regulated electricity to 4.8 million customers in the state of Florida and is the US's third largest utility company.

23. FPL is a citizen of the State of Florida and maintains its principal place of business in Juno Beach, Florida. At all times relevant to this action, FPL furnished electrical services in consideration for a monthly rate. FPL also charged customers a monthly storm surcharge to recover restoration expenses, and replenish its Storm-Recovery Reserve for the

purpose of bettering its facilities, removing vegetation hazards that would prolong power outages due to storm events, and replace decaying utility poles.

24. Exhaustion of administrative remedies is not applicable in this case; pursuit of an administrative remedy by Plaintiffs would be to no avail, since the Public Service Commission ("PSC") does not have any authority to award the nature of relief sought and the pursuit of administrative remedies would otherwise be futile. As such, all conditions precedent to maintain this action have occurred, been performed, or been waived.

BACKGROUND

25. FPL in 2005 initiated a base rate proceeding before the PSC. The parties to that proceeding reached a Settlement Agreement, wherein FPL would cease making annual accrual to its Storm-Recovery Reserve as of January 1, 2006. Instead, FPL would be permitted to recover storm restoration costs and replenish its Storm-Recovery Reserve pursuant to the new securitization plan or through the traditional monthly storm surcharge. On September 14, 2005, the PSC approved the Settlement Agreement to better its facilities and remove conditions that would prolong power outages in the case of a storm event. [4]

26. After the execution of the Settlement Agreement, FPL and its customers were affected by four hurricanes – Dennis, Katrina, Rita, and Wilma.

27. Because of these four hurricanes, FPL filed a petition with the PSC to issue a Financing Order approving the issuance of storm-recovery bonds in the amount of up to $1,050 million pursuant to section 366.8260, Florida Statutes. The proceeds of the bonds would enable FPL to: (1) recover the remaining unrecovered balance of the 2004 storm costs ($213 million); (2) recover its 2005 incurred storm costs ($815 million); (3) replenish its Storm-Recovery

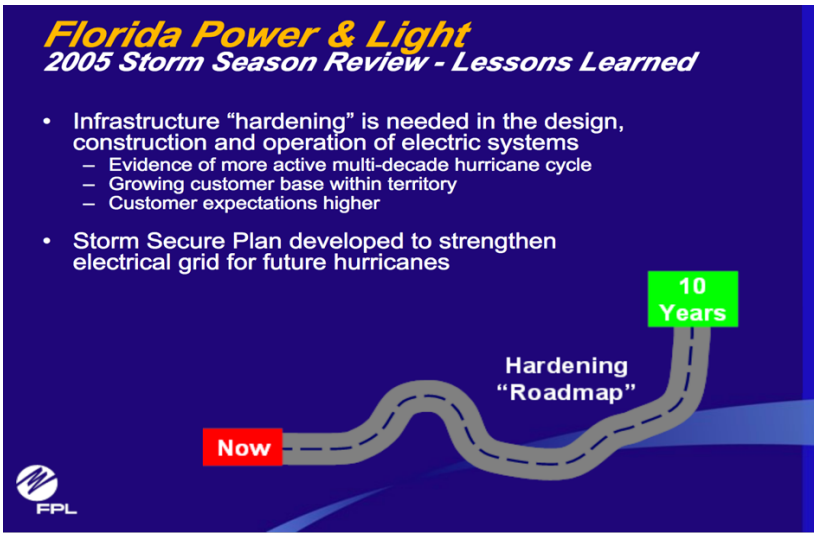
[4] *See* Order No. PSC-05-0902-S-EI, issued September 14, 2005, in Docket No. 050045-EI, In re: Petition for rate increase by Florida Power & Light Company.

Reserve to a level of approximately $650 million; (4) and recover interest incurred through the bond issuance date and up-front bond issuance costs of $23 million. The issuance of storm-recovery bonds as proposed by FPL was expected to result in a monthly storm surcharge of **$1.58 per 1000 kWh over the next 12 years** to be paid by its customers. In consideration, FPL would improve and strengthen its facilities for future storms, remove decaying utility poles, and remove vegetation that was making contact with local power lines.

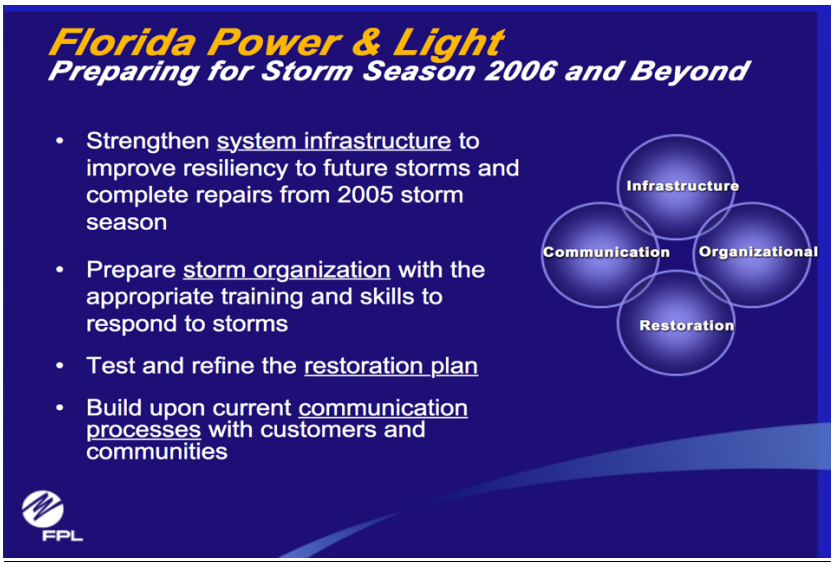
28. The PSC scheduled four customer service hearings to receive customer testimony regarding the utility's petition to implement a storm surcharge and to receive comments on the utility's recovery efforts for each hurricane event.

29. During these hearings, FPL proclaimed the storm charge would be used for the following services and work: (i) restoring FPL's facilities to their pre-storm condition; (ii) repairing and replacing poles that were leaning or were braced during the initial restoration stage; (iii) replacing lightning arrestors; and (iv) repairing or replacing capacitor banks.

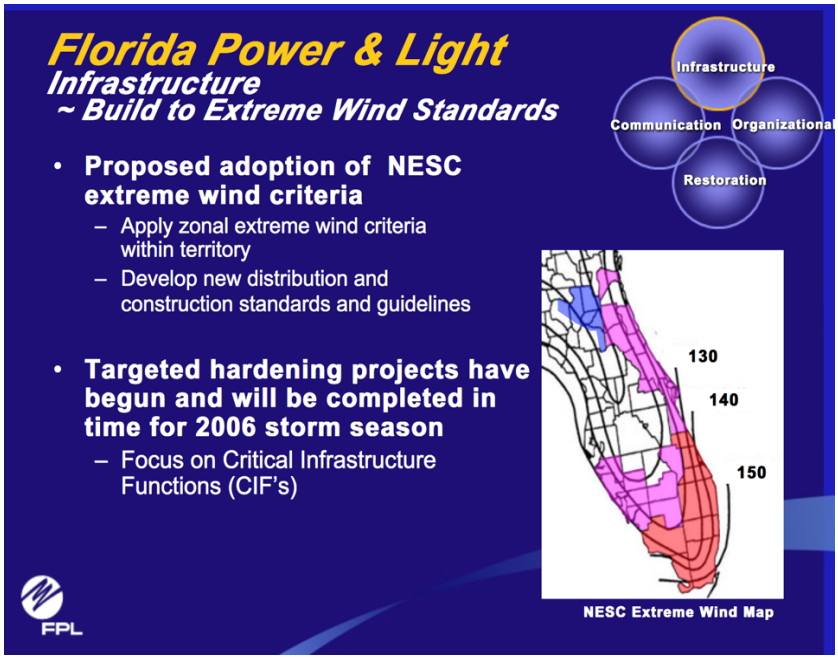
30. In fact, FPL promised to implement a **Storm Secure Plan** developed specifically to strengthen its electrical grid for future hurricanes:



31. The Storm Secure Plan included strengthening **system infrastructure, storm organization, restoration plan, and building communication processes:**



32. The Storm Secure Plan proposed adoption of the National Electrical Safety Code (NESC) to improve FPL's **system infrastructure** to withstand extreme weather conditions:



33. To enhance customer **communication**, FPL proposed implementing new processes to improve the accessibility and speed of information:

34. The PSC approved the Financing Order and the issuance of the storm-recovery bonds in the amount of up to $708 million, **provided that the initial average retail cents per kWh for the storm-recovery charge did not exceed the average retail cents per kWh for the 2004 storm surcharge**.[5]

35. In 2012, FPL filed a petition for approval of a permanent increase in base rates and charges. FPL requested a base rate increase of $528 million with a Return on Equity (ROE) of 11.25%, plus a .25% performance adder. Twelve parties were granted intervention in the docket. The PSC engaged in an extensive discussion with the parties regarding the benefits and detriments of a proposed Settlement Agreement, and on January 14, 2013 approved the

[5] *See* Order No. PSC-06-0464-FOF-EI, issued on May 30,2006, in Docket No. 060038-EI, In re: Petition for issuance for a storm recovery financing order, by Florida Power & Light Company.

Settlement Agreement.[6] The Settlement Agreement authorized FPL to implement a revenue increase of **$378 million effective January 1, 2013**, and granted FPL permission to petition the PSC to seek recovery of costs associated with any storm.

36. In 2016, FPL filed a notification of intent to request a general base rate increase with the PSC, its Minimum Filing Requirements, testimony in support of its request, a Deprecation and Dismantlement Study, and a **2016-2018 Storm Hardening Plan**[7]. FPL's request was based on "lessons learned from major storms, such as 2012's Superstorm Sandy" and aimed to "reduce outages and enable FPL to restore power for customers and help local communities recover more quickly when severe weather strikes."[8] FPL aggressively claimed that its base rate would "support continued investments to modernize its power plant system and improve the reliability and resiliency" of its grid for customers.[9] Nine parties were granted intervention in the docket.

37. The PSC ultimately approved the parties' Settlement Agreement authorizing FPL to implement a revenue increase of **$400 million** effective January 1, 2017. Additionally, the PSC permitted FPL to collect up to a **$4 per 1,000 kWh charge beginning 60 days after filing**

[6] *See* Order 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.
[7] *See* Document No. 01382-16, filed on March 15, 2016, in Docket No. 160061-EI, In re: Petition for approval of Florida Power & Light Company's 2016-2018 Storm Hardening Plan pursuant to Rule 25-6.0342.
[8] *See*, *e.g.*, FPL files details of proposed 2017-2020 base rate plan with PSC, March 15, 2016, *available at* http://newsroom.fpl.com/2016-03-15-FPL-files-details-of-proposed-2017-2020-base-rate-plan-with-PSC.
[9] *See*, *e.g.*, FPL files details of proposed 2017-2020 base rate plan with PSC, March 15, 2016, *available at* http://newsroom.fpl.com/2016-03-15-FPL-files-details-of-proposed-2017-2020-base-rate-plan-with-PSC.

a cost recovery petition and tariff and based on a 12-month recovery period if storm costs did not exceed $800 million.[10]

38. Also in 2016, FPL filed a petition for a limited proceeding seeking authority to implement a storm surcharge to recover a total of **$318.5 million** for the restoration costs related to Hurricane Matthew, and to replenish its Storm-Recovery Reserve. The storm surcharge would enable FPL to temporarily adjust electrical rates for 12 months to recover costs associated with the restoration of service. The PSC granted FPL's 2017 storm surcharge of **$3.36 on a monthly 1,000 kWh residential bill, effective for a 12-month period beginning March 1, 2017**.[11] The millions FPL collected from its customers to make FPL storm ready for future storm included the bettering of its facilities, removing hazardous vegetation from its overhead power lines, and replacing outdated grids and decaying poles to limit the duration of outages from future storms.

FACTUAL ALLEGATIONS

39. This amended complaint arises out of the gross negligence and reckless indifference that FPL demonstrated toward its customers. As a result of FPL's blatant failure to prepare for Hurricane Irma, by failing to improve its outdated electrical grid, inspect and remove decaying power poles, and clearing vegetation, FPL customers suffered prolonged power outages. FPL recklessly failed to respond to situations involving downed but still energized power lines, and was grossly negligent in hardening its facilities, replacing substandard grids, removing defective power poles, and clearing vegetation that affected overhead lines.

[10] *See* Order PSC-16-0560-AS-EI, issued on December 15, 2016, in Docket No. 160021-EI, In re: Petition for increase by Florida Power & Light.
[11] *See* Order No. PSC-17-0055-PCO-EI, issued on February 20, 2017, in Docket No. 160251-EI, In re: Petition for limited proceeding for recovery of incremental storm restoration costs related to Hurricane Matthew by Florida Power & Light Company.

40. On September 7, 2017, Miami-Dade, Broward, and Palm Beach, Florida were placed under a hurricane and storm surge warning, and FPL customers were advised to prepare for Hurricane Irma, a then Category Five Hurricane, that was to make landfall on September 10, 2017.

41. On September 10, 2017, Hurricane Irma sideswiped South Florida leaving millions of FPL customers without power for a week or more. Nearly 4.4 million FPL customers suffered power outages, including 92% of accounts in Miami-Dade County and 85% percent of accounts in Broward County. The widespread outages were prolonged despite FPL's contractual obligations to better, remedy, and repair its transmission facilities in consideration for which it collected storm charge fees from Plaintiffs and the Class.

42. Notabtly, Hurricane Irma struck South Florida with far less severity than forecasters predicted. FPL's upgrades were purportedly designed to withstand winds up to 150 mph, but FPL's facilities utterly failed.

43. Specifically, FPL's **system infrastructure** designed for extreme wind speed regions, as indicated in the 2016-2018 Storm Hardening Plan failed:

4.0 EXTREME WIND SPEED REGIONS FOR APPLICATION OF EWL

To apply the NESC extreme wind map for Florida (Figure 250-2(d), FPL proposes to continue dividing the application of EWL into three wind regions, corresponding to expected extreme winds of 105, 130 and 145 mph.

By reviewing its practices and procedures, FPL determined the most effective option for implementing the extreme wind map would be by county. By evaluating each of the counties that FPL serves, including each county's applicable wind zones, FPL determined that utilizing three extreme wind regions of 105, 130 and 145 mph for its service territory was best since:

- A smaller number of wind regions generate advantages through efficiency of work methods, training, engineering and administrative aspects (e.g., standards development and deployment);
- Using 105, 130 and 145 mph wind zones is a well balanced approach that recognizes differences in the EWL requirements in the counties within each region.

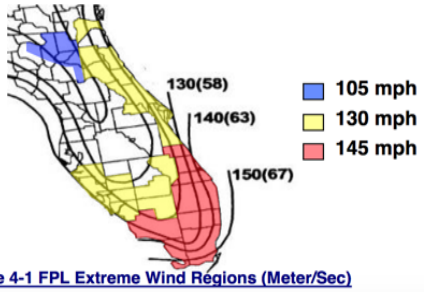


Figure 4-1 FPL Extreme Wind Regions (Meter/Sec)

44. FPL's system infrastructure failed because one or more of the following vegetation management duties undertaken as promised in **Exhibit B** were recklessly carried out or not even performed at all, namely:

1. Vegetation patrol;
2. Identify dead and/or dying trees;
3. Identify feeder lines in affected areas and remove dead or dying trees;
4. Employ a line clearance strategy; and/or
5. Complete clearing circuits serving top critical infrastructures.

45. FPL repeatedly adjusted its initial restoration time, pushing it back multiple times with constantly changing restoration dates when FPL knew that it could not meet those deadlines because only FPL knew that it had not improved, strengthen its transmission facilities, or had cleared its lines from hazardous vegetation.

46. FPL has spent millions of dollars influencing the state's legislator. Through political contributions, FPL has been able to write and swiftly pass legislation that provides the monopolistic enterprise unparalleled protection.

CLASS ALLEGATIONS

47. Plaintiffs bring this action on behalf of themselves and the following Class, pursuant to the provisions of 1.220(a), 1.220(b)(1), and 1.220(b)(3) of the Florida Rule of Civil Procedure:

> All persons and business owners who reside and are otherwise citizens of the state of Florida that entered into a contractual agreement with FPL for electrical services, were charged a storm surcharge, experienced a power outage after Hurricane Irma, and suffered consequential damages, directly and proximately, because of FPL's breach of contract and/or gross negligence (the "Class").

48. Excluded from the Class are FPL customers that are not citizens of the state of Florida; all persons who made a timely election to be excluded from the Class; the judge to whom this case is assigned and his/her immediate family; and the attorneys of record. Plaintiffs reserve the right to revise the Class definition based upon information learned through discovery.

49. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

50. This action has been brought and may be properly maintained on behalf of each of the Classes proposed herein under Florida Rules of Civil Procedure 1.220(a), 1.220(b)(1), and 1.220(b)(3).

51. **Numerosity**. Florida Rule of Civil Procedure 1.220(a)(1): The members of the Class are so numerous that individual joinder is impracticable. While Plaintiffs are informed and

believe that there are no less than thousands of members of the Class, the precise number of Class members is unknown to Plaintiffs but may be ascertained from FPL's customer account records. Class members may be notified of the pendency of this action by recognized, court-approved notice dissemination methods, which may be disseminated via U.S. Mail, email, Internet postings, radio and television commercials, and print notice.

52. **Commonality**. Florida Rule of Civil Procedure 1.220(a)(2): This action involves common questions of law and fact. Plaintiffs and the Class possess the same rights arising under a contractual agreement with FPL. These contractual rights derive directly from a common course of conduct by FPL. Specifically, the claims are predicated on FPL's breach of contract, gross negligence, and willful failure to maintain and manage its system infrastructure, storm organization, restoration plan, and communication system. Hence, the consequential damages Plaintiffs suffered were caused by the same common course of conduct, FPL's failure to satisfy its contractual obligation, and gross negligence.

53. The common questions of law and fact, which predominate over any questions affecting individual Class members, include, without limitation:

1. Whether FPL engaged in the conduct alleged herein;
2. Whether FPL breached its contract with Plaintiffs and the Class by not bettering its transmission facilities, clearing vegetation, and removing and replacing decaying utility poles for which FPL's customers paid a storm surcharge;
3. Whether FPL complied with its Storm Initiatives;[12]

[12] *See* Florida Power & Light Company's 2017 Status/Update Report on Storm Hardening/Preparedness and Distribution Reliability, *available at* http://www.psc.state.fl.us/Files/PDF/Utilities/Electricgas/DistributionReliabilityReports/2016/20

4. Whether FPL owed Plaintiffs and the Class a duty;

5. Whether FPL undertook a duty to provide Plaintiffs and the Class vegetation management services;

6. Whether FPL knew or should of known that failing to manage and maintain its system infrastructure, storm organization, restoration plan, and customer communication system posed an imminent or clear and present danger;

7. Whether FPL was grossly negligent;

8. Whether FPL's gross negligence was the direct and proximate cause of Plaintiffs' and the Class' consequential damages;

9. Whether FPL breached its contractual undertaking and was grossly negligent in its duty to remove obstructive vegetation overgrowth, decaying utility poles, and hardening grids; and/or

10. Whether Plaintiffs and the Class are entitled to consequential damages and, if so, in what amount.

54. **Typicality**. Florida Rule of Civil Procedure 1.220(a)(3): Plaintiffs' claims are typical of other Class members' claims because, among other things, all Class members entered into a contract with FPL for electrical services and suffered consequential damages as a result of FPL's breach of contract and gross negligence in performing its services. Accordingly, Plaintiffs possess the same interests and suffered the same injuries as the Class, such that there is a sufficient nexus between Plaintiffs' claims and those of the Class.

16%20Florida%20Power%20and%20Light%20Company%20Distribution%20Reliability%20Report.pdf.

55. **Adequate Representation**. Florida Rule of Civil Procedure 1.220(a)(4): Plaintiffs are adequate Class representatives because their interests do not conflict with the interests of the other members of the Classes. Plaintiffs intend to prosecute this action vigorously. Plaintiffs have retained competent and experienced counsel in complex class action litigation. Plaintiffs have retained Julio Acosta, John H. Ruiz, Gonzalo Dorta and J. Alfredo Armas. The Classes' interests will be fairly and adequately protected by Plaintiffs and their counsel.

56. **Predominance and Superiority**. Florida Rule of Civil Procedure 1.220(b)(1) and 1.220(b)(3): A class action is superior to any other available means for the fair and efficient adjudication of this controversy. The consequential damages suffered by Plaintiffs and the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against FPL, so it would be impracticable for Class members to individually seek redress for FPL's breach of contract and gross negligence. Even if Class members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits such as single adjudication, the economy of scale, and comprehensive supervision by a single court.

CAUSES OF ACTION
COUNT I - BREACH OF CONTRACT

Plaintiffs hereby incorporate by reference the allegations of paragraphs one (1) through fifty-six (56), and further allege:

57. Plaintiffs bring this Count on behalf of the Class.

58. FPL entered into a contractual agreement with Plaintiffs and the Class to provide power services to both residential and businesses alike.

59. In consideration for a monthly storm surcharge, FPL agreed to perform storm-recovery activities that included bettering its grids, distribution lines, and removing or trimming trees and other overgrowth that would foreseeably damage its infrastructure and cause massive electrical outages.

60. FPL breached its contract with the Plaintiffs and Class.

61. The prolonged power outage Plaintiffs and the Class experienced after Hurricane Irma is attributable solely to FPL's blatant nonperformance.

62. Hurricane Irma was a foreseeable wind event that FPL contracted with Plaintiffs and the Class to mitigate the very consequential damages Plaintiffs and the Class suffered.

63. FPL breached its contractual obligation through its gross non-performance and reckless disregard for the maintainance of its system infrastructure, decaying utility poles and failing grids for which it collected a monthly storm surcharge to do in consideration for that added payment after prior hurricanes damaged and exposed FPL's failing, outdated distribution infrastructure, utility poles, and grid. Furthermore, the overgrowth of vegetation endangered the continued transmission of electricity through its local overhead power lines during a wind event. Despite directly charging the Plaintiffs and Class the monthly storm surcharge for restoring, replacing, and bettering this system of power distribution after previous storms, FPL grossly failed to improve its infrastructure, thereby, making its distribution infrastructure more vulnerable to longer power outages despite lesser wind forces, which aggravated the degree of consequential damages from power outage that the Plaintiffs and the Class experienced after Hurricane Irma.

64. FPL breached its contractual obligation by willfully failing to perform one or more of the following services for the monthly storm surcharge billed to Plaintiffs and Class:

1. Carry out preventative maintenance initiatives (planned cycle and mid-cycle maintenance);

2. Replace outdated, decaying, and failing grids,

3. Replace decaying utility poles, outdated failing transformers and local overhead power distributions;

4. Clear vegetation from the vicinity of distribution facilities and equipment before the beginning of storm season;

5. Clear vegetation from all feeder circuits serving top critical infrastructures before the peak of hurricane season;

6. Replace defective equipment, including but limited to, company power poles, power lines, transformers; and/or

7. Timely secure, properly coordinate, and timely dispatch out of state utility and storm restoration contractors.

65. FPL knew that vegetation is one of the primary causes of prolonged outage events and yet still failed to perform the duties discussed above:

2016 ADJUSTED RELIABILITY CAUSES OF OUTAGE EVENTS

14. Five-year patterns/trends in outage causation for each of the top causes of outage events, including the frequency, duration, restoration time, cost incurred to restore service, remediation programs and remediation program costs.

		System Avg. Interruption (SAIDI)					Frequency (SAIFI)					Duration (CAIDI)				
Rank	PSC Cause Group	2012	2013	2014	2015	2016	2012	2013	2014	2015	2016	2012	2013	2014	2015	2016
1	Defective Equipment	27.5	26.5	25.9	24.2	23.6	0.39	0.38	0.41	0.40	0.38	71.5	69.0	63.7	60.5	61.5
2	Vegetation	10.4	10.6	12.9	12.8	10.5	0.09	0.10	0.12	0.13	0.09	109.6	110.0	105.6	102.4	113.2
3	Other Weather	7.2	7.2	7.3	6.5	5.6	0.09	0.09	0.10	0.09	0.09	83.4	77.3	76.0	68.7	61.3
4	Vehicle	3.6	3.2	3.1	3.0	3.2	0.05	0.04	0.05	0.05	0.05	70.6	78.9	63.9	58.9	61.4
5	Unknown	4.0	3.9	4.1	3.1	3.0	0.07	0.08	0.10	0.09	0.09	57.2	46.6	40.8	33.4	33.8
6	Lightning	3.2	2.3	2.9	2.7	2.8	0.04	0.03	0.04	0.04	0.04	71.5	82.9	71.2	72.3	75.0
7	All Other Causes	2.6	2.0	2.4	2.0	2.6	0.06	0.05	0.08	0.08	0.09	44.3	40.3	31.6	24.4	29.8
8	Animals	3.2	3.4	2.9	3.1	2.5	0.06	0.06	0.05	0.06	0.04	55.4	54.7	56.5	49.2	55.8
9	Other	1.8	2.3	2.2	2.1	2.1	0.05	0.06	0.05	0.05	0.04	36.7	40.6	49.2	40.0	48.0
	System Total	63.5	61.4	63.8	59.4	55.8	0.90	0.89	0.99	1.00	0.92	70.8	68.7	64.5	59.6	60.7

See remediation programs/budget levels in FPL's response to Distribution Reliability Item No. 16. Costs incurred to restore service by cause are not specifically tracked.

66. FPL knew that its failure to implement a vegetation 3-year average trim cycle for feeders, and a 3 year average trim cycle for laterals would cause Plaintiffs and the Class consequential damages that could not be remedied by refund or any other rate change made by FPL.

67. As a direct and proximate result of FPL's willful nonperformance of its contract, Plaintiffs and the Class suffered consequential damages. Plaintiffs, and the Class incurred damages, such as lost perishable foods and goods, lost profits, and incurred expenses due to finding temporary relocation and interim room and board.

68. In light of FPL's breach of contract, Plaintiffs and the Class are entitled to consequential damages.

WHEREFORE, Plaintiffs and the similarly situated Class members were harmed by the same contractual breach, and seek consequential damages, plus attorneys' fees and costs.

COUNT II - GROSS NEGLIGENCE

Plaintiffs hereby incorporate by reference the allegations of paragraphs one (1) through fifty-six (56), and further allege:

69. Plaintiffs bring this Count on behalf of the Class. Each Class member suffered consequential damages that were foreseeably caused by the gross negligence that uniformly harmed the Class members.

70. FPL owed a duty to Plaintiffs and the Class to perform storm-recovery activities, including, but not limited to, mobilization, staging, construction, reconstruction, replacement, and betterment of electric generation, transmissions, and distribution facilities to withstand climatic conditions arising from expected wind events typical in South Florida.

71. FPL breached that duty when it grossly failed to perform the storm-recovery

activities and other precautions to prevent prolonged power outages that were solely caused by FPL's gross negligence in failing to repair, improve, and strengthen distribution facilities, power grids, decaying utility poles, outdated overhead power lines and transformers, and clearing impacting vegetation.

72. FPL acted with reckless, willful, and wanton disregard for Plaintiffs and the Class in the gross negligent maintenance and management of its system infrastructure, storm organization, restoration plan, and outright failure to restore, replace, and better the distribution system and hazards posed by vegetation and trees close to power lines, despite the fact that FPL became aware of this need after prior storms and undertook a duty to strengthen its distribution system in anticipation of the next foreseeable wind event. But FPL was grossly negligent in doing so after it undertook to perform said storm restoration. FPL was aware that their operations and their acts or omissions described above created a clear and present danger and knew that catastrophic destruction and economic loss would occur if storm-recovery activities were not performed. FPL was indifferent to this risk of harm resulting from its gross non-performance.

73. The foreseeable prolonged power outages and aggravating hurricane losses Plaintiffs and the Class experienced were directly and proximately caused by FPL's gross negligence in performing one or more of the following storm-recovery activities and storm preparedness initiatives:

1. Establish a vegetation 3-year average trim cycle for feeders and 3-year average trim cycle for laterals;
2. Grossly negligent in the implementation of preventative maintenance initiatives (planned cycle and mid-cycle maintenance);

3. Grossly negligent in replacing outdated grids, decaying utility poles, and hardening its power grid after the prior storm;

4. Failure to clear vegetation from the vicinity of distribution facilities and equipment;

5. Failure to clear vegetation from all feeder circuits serving top critical infrastructures prior to the peak of hurricane season;

6. Failure to replace defective equipment, including but limited to, company power poles, power lines, transformers; and/or

7. Grossly negligent in the complete abdication of its duty to replace, repair, and remove hazardous conditions that would foreseeably prolong and cause power outage in a wind event, despite the fact that FPL was paid to perform said duties.

74. As a direct and proximate result of FPL's gross negligence and willful misconduct, Plaintiffs and the Class suffered consequential damages. Plaintiffs and the Class lost perishable food and goods, lost profits, and incurred expenses due to temporary relocation.

75. In light of FPL's gross negligence, Plaintiffs and the Class are entitled to consequential damages.

WHEREFORE, Plaintiffs and the Class demand judgment for consequential damages, plus attorneys' fees and costs.

PRAYER FOR RELIEF FOR ALL COUNTS

76. Plaintiffs, individually and on behalf of all others similarly situated, request that the Court enter judgment against FPL, and enter an order:

1. certifying the proposed Class, designating Plaintiffs as the named representatives of the Class, designating the undersigned as Class Counsel, and entering such further orders for the protection of the Class as the Court deems appropriate;
2. awarding Plaintiffs and the Class consequential damages, including interests, in an amount to be proven at trial;
3. awarding attorneys' fees and costs, if allowed by law;
4. granting leave to amend the amended complaint to conform to the evidence produced at trial; and
5. granting such other relief as may be appropriate under the circumstances.

Dated: February 1, 2018

Respectfully submitted,

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EXHIBIT A

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GENERAL RULES AND REGULATIONS FOR ELECTRIC SERVICE

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(Continued from Sheet No. 6.003)

GENERAL RULES AND REGULATIONS FOR ELECTRIC SERVICE

GENERAL RULES AND REGULATIONS FOR ELECTRIC SERVICE

INTRODUCTION

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 Customer. They are supplementary to the "Rules and Regulations Governing Electric Service by Electric Utilities" issued by the Florida Public Service Commission.

1 SERVICE AGREEMENTS

1.1 Application for Service. Service may be obtained upon application. Usually all that is required is the service application, a form of identification acceptable to the Company, and the posting of a guarantee 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, birth 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 Indebtedness. The Company may refuse or discontinue service for failure to settle, in full, all prior indebtedness incurred by any Customer(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 indebtedness by a previous customer provided that the current applicant or customer occupied the premises at the time the prior indebtedness occurred and the previous customer continues to occupy the premises.

1.6 Discontinuance of Service. 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 act of violence or unsafe condition, including five (5) days written notice to the Customer. However, where the Company believes a dangerous condition exists on the Customer's premises, service may be discontinued without notice.

(Continued on Sheet No. 6.011)

(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 medicine licensed to practice in the State of Florida. Service is "medically essential" if the customer 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 no 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 due, or to make other arrangements for meeting the medically essential needs.

No later than 12 noon 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 adult 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 Rule 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 equipment 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 refrain from any action) that differs from the normal operations of the Company.

1.7 Reimbursement for Extra Expenses. The Customer may be required to reimburse 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 ability on the part of the Company to furnish 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)

2.2 Availability of Service. The Company will supply electric service to any applicant for service throughout the territory it serves, subject to the following conditions: should an extension of the Company's facilities be required, the Company will pay for the cost where justified, in the Company's opinion, by revenues to be secured; however, the Company may require monthly or annual guarantees, cash contributions in aid of construction, and/or advances for construction, when in the Company's opinion, the immediate or potential revenues do not justify the cost of extension. If facilities are requested that are not usual and customary for the type of installation to be served, the Company may require a contribution in aid of construction based upon the incremental cost of the requested facility. All contributions in aid of construction will be calculated in accordance with applicable rules and regulations of the Florida Public Service Commission. If the installation of facilities is justified based on the Customer's estimates for electric power but there is reasonable doubt as to level of use or length of use of such facilities, the Customer, when mutually agreeable with the Company, may contract for a minimum Demand or monthly payment sufficient to justify the Company's investment. Upon request, written information will be supplied by the Company concerning the availability and character of service for any desired location. The Company will not be responsible for mistakes of any kind resulting from information given orally.

2.3 Point of Delivery. This is the point where the Company's wires or apparatus are connected with those of the Customer. The point of delivery shall be determined by the Company.

2.4 Character of Service. Alternating current is supplied at a frequency of approximately sixty cycles. Standard nominal voltages are 120 or 120/240 volts for single-phase service and 240 volts for 3-phase delta service. Where three-phase "Wye" service is provided, the standard nominal voltages are 120/208 or 277/480 volts. In some locations other voltages are available. The Company will furnish information regarding Character of Service on request.

2.5 Continuity of Service. The Company will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the Customer for complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from causes beyond its control or through the ordinary negligence of its employees, servants or agents. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigation, shutdowns for repairs or adjustments, interference by Federal, State or Municipal governments, acts of God or other causes beyond its control.

2.6 Temporary Service. Temporary service refers to service required for short-term exhibitions, displays, bazaars, fairs, construction work, houseboats, dredging jobs, and the like. It will be supplied only when the Company has readily available capacity of lines, transformers, generating and other equipment for the service requested. Before supplying temporary service the Company may require the Customer to bear the cost of installing and removing the necessary service facilities, less credit for salvage.

2.7 Indemnity to Company. The Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the transmission and use of electricity on the Customer's side of the point of delivery.

2.71 Indemnity to Company - Governmental. Notwithstanding anything to the contrary in the Company's tariff, including these General Rules and Regulations for Electric Service, the Company's Rate Schedules, and its Standard Forms, any obligation of indemnification therein required of a Customer, Applicant, or QF, 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."

2.8 Access to Premises. The duly authorized agents of the Company shall have safe access to the premises of the Customer at all reasonable hours for the purpose of installing, maintaining, and inspecting or removing the Company's property, reading meters, trimming trees within the Company's easements and rights of way, and other purposes incident to performance under or termination of the Company's agreement with the Customer, and in such performance shall not be liable for trespass.

2.9 Right of Way. The Customer shall grant or cause to be granted to the Company and without cost to the Company all rights, easements, permits and privileges which, in the opinion of the Company, are necessary for the rendering of service to the Customer.

3 LIMITATION OF USE

3.1 Resale of Service Prohibited. Electric service received from the Company shall be for the Customer's own use and shall not be resold. Where individual metering is not required under Subsection (5) of Section 25-6.049 (Measuring Customer Service) of the Florida Administrative Code and master metering is used in lieu thereof, reasonable apportionment methods, including sub-metering, may be used by the Customer solely for the purpose of allocating the cost of the electricity billed by the utility. Any fees or charges collected by a Customer for electricity billed to the Customer's account by the utility, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner which reimburses the Customer for no more than the Customer's actual cost of electricity.

For the purpose of this Rule:

(1) Electric service is "sub-metered" when separate electric meters are used to allocate among tenants, lessees or other entities the monthly bill rendered by FPL to the Customer for electric service, when these tenants, lessees or other entities are charged no more than a proportionate share of such bill, based on their monthly consumption as measured by such meters.

(2) Electric service is "resold" when separate electric meters are used to charge tenants, lessees or other entities more than a proportionate share of the Customer's monthly bill.

(3) The term "cost" as used herein means only those charges specifically authorized by FPL's tariff, including but not limited to the customer, energy, demand, fuel, conservation, capacity and environmental charges plus applicable taxes and fees to the customer of record responsible for the master meter payments. The term does not include late payment charges, returned check charges, the cost of the customer-owned distribution system behind the master meter, the customer of record's cost of billing the individual units, and other such costs.

3.2 Street Crossings. The Customers may not build or extend his/her lines across or under a street, alley, lane, court, avenue or other way in order to furnish service for adjacent property through one meter even through such adjacent property is owned by the Customer, unless written consent is obtained from the Company. Consent may be given when such adjacent properties are operated as one integral unit, under the same name, for carrying on parts of the same business.

3.3 Unauthorized Use of Service. In case of any unauthorized remetering, sale, extension or other disposition of service, the Customer's service is subject to discontinuance until such unauthorized remetering, sale, extension or other disposition of service is discontinued, full payment is made of bills for service calculated on proper classifications and rate schedules, and reimbursement in full has been made to the Company for all extra expenses incurred, including expenses for clerical work, testing and inspections.

3.4 Conversion 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 CUSTOMER'S INSTALLATION

4.1 Customer's Installation. The Customer's installation consists of and includes all wires, cutouts, switches and appliances 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 Customer's side of "Point of Delivery," and including "Service Entrance Conductors," whether such installation is owned outright by the Customer or used by the Customer under lease or otherwise.

4.2 Type and Maintenance. The Customer's wires, apparatus 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 apparatus 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 such apparatus or device.

4.3 Change of Customer's Installation. No changes or increases in the Customer's installation, which will materially affect the operation of any portion of the distribution system or generating plants of the Company shall be made without written consent of the Company. The Customer will be liable for any damage resulting from a violation of this rule.

4.4 Inspection of Customer's Installation. All Customer-owned electrical installations or changes should be inspected upon completion by a competent inspecting authority to insure that wiring, grounding, fixtures and devices have been installed in accordance with the National Electrical Code and such local rules as may be in effect. Where governmental inspection is required by local rules or ordinances, the Company cannot render service until such inspection has been made and formal notice of approval has been received by the Company from the inspecting authority. Where governmental inspection is not required, and before service is rendered by the Company, the Customer shall certify to the Company in writing, that such electrical installation has been inspected by a licensed electrician and is in compliance with all applicable rules and codes in effect. 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'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 Company reserves the right to inspect the Customer's installation prior to rendering service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

4.5 Electric Generators. 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 seriously damage the Customer's wiring and generator. In order to guard against these dangers, the Company will not connect its service to a Customer's wiring where generators are located unless the wiring conforms to the Company's specifications. These specifications are available on request.

4.6 Momentary Parallel Operation. Permissible and available in all territory served by the Company for electric service to any Customer, at a single point of delivery, when electric service requirements for the Customer's load (i) are supplied or supplemented from the Customer's generation during periods of outages and power ordinarily supplied by the Company, and (ii) necessitate that the Customer's generation operate momentarily 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 uninterrupted flow of power to the Customer's load. The charge for power supplied by the Company during periods of momentary parallel operation is included in the charge for electric service at the applicable retail rate schedule. No Customer to whom this Rule 4.6 applies shall operate its generation momentarily in parallel with the Company's system unless and until the Customer has entered into a Momentary Parallel Operation Interconnection Agreement with the Company.

5 COMPANY'S INSTALLATIONS

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

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

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

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

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

5.6 Unobstructed Access to Company's Facilities. The Company shall have perpetual unobstructed access to its overhead and underground facilities such as poles, underground cables, pad mounted transformers and meters in order to perform repair and maintenance in a safe, timely and cost-efficient manner. The Customer is responsible for contacting the Company for guidance before constructing any items which may obstruct the Company's access. Such items include, but are not limited to, building additions, decks, patios, pools, fences or pavings. Relocation of the Company's facilities, as provided in Section 5.3 of these Rules and Regulations, may be necessary. Should an item interfere with access to Company facilities requiring repair or maintenance, the Company will explore with the Customer all alternatives deemed feasible by the Company to determine the method of repair most acceptable to the Customer. When the most acceptable or only option involves the Customer removing the obstruction or the Customer taking other actions, the Customer shall accomplish the work within 20 working days. Should the Customer fail to accomplish said work within 20 working days or to make other satisfactory arrangements with the Company, the Company may elect to discontinue service to the Customer, pursuant to F.A.C. Rule 25-6.105 (5) (f). In all cases, the Customer will be responsible for all costs in excess of a standard, unobstructed repair.

6 SECURITY DEPOSITS/GUARANTIES

6.1 Security Deposit/Guaranty.

(1) Before the Company renders service, or upon termination of an existing Unconditional Guaranty Contract, or a surety bond or an irrevocable bank letter of credit, each applicant will be required to provide:

a) a Security Deposit consisting of cash, surety bond, or irrevocable bank letter of credit; or
b) a guaranty satisfactory to the Company to secure payment of bills; or
c) information which satisfies the Company's application requirements for no deposit.

(2) 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 multiplying 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 and the deposit on hand will be credited to the account. If the recalculated amount indicates a deficiency in the deposit held, the utility may bill customer for the difference. Each applicant that provides a guaranty, surety bond, or an irrevocable bank letter of credit as a Security Deposit must enter into the agreement(s) set forth in Tariff Sheet No. 9.400 /9.401 or 9.410 /9.411/9.412 for the guaranty contract, No. 9.440/ 9.441 for the surety bond and 9.430/9.431 and 9.435 for the bank letter of credit.

(Continue on Sheet No. 6.050)

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

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

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

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

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

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

7 BILLING

7.1 Billing Periods.

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

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

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

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 Customer becomes subject to collection action 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 Billing 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 the premise, or the average of all available billing history, whichever is less, and applying the current RS-1 rate and appropriate adjustments. If the Customer has not resided at the premise for 12 months, the Customer's monthly billings plus the previous tenant's 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 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 month's Budget Billing amount. Customers 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 cumulative deferred balance.

If the Customer's participation in the Budget 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 terms 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 territory 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 delinquent balances and has been at the same location for 12 consecutive months with the Company is eligible 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 Rental 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 FPL if the Customer becomes subject to collection action 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 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 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 eligible to participate in the program. Any difference between the levelized amount and the regular bill amount is added 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 month's Budget Billing amount. Customers on the Budget Bill Plan will receive the following information on their monthly bill: current consumption and associated charges, the total budget bill charge, and the cumulative deferred balance.

If the Customer's participation in the Budget Bill Plan is terminated either at the request of the Customer or the Company, or as a result of termination of this Budget Billing Plan, any amount in the deferred balance which the Customer owes to FPL will be billed to the Customer according to the terms 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 territory will have the debit or credit balance transferred to the new service address.

7.15 Summary Billing. A customer with ten (10) or more FPL accounts may request a single statement for the billing and payment of those accounts under Summary Billing. With Summary Billing, the Customer designates the accounts to be included and the cycle day each month when the Summary Bill is to be rendered. FPL will read each meter and calculate the billing amount for each account separately. The billing amount for each of the designated accounts will be totaled on the Summary Billing Statement, with each of the individual account bills attached as backup. Summary Bills are due when rendered and Customers are subject to removal from the program if bills are not paid within ten (10) days from the date of mailing.

7.2 Non-Receipt 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 Evidence 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 prima facie evidence of the quantity of electricity used by the Customer 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 mutually agreed upon time.

7.5 Optional 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 annual basis. If the Customer applies in writing for another applicable schedule, the Company will bill on such elected schedule from and after the date of the next meter reading. However, a Customer having made such a change of rate may not make another change until an interval of twelve (12) months has elapsed.

7.6 Taxes and Charges. All of the Company's rates, including minimum and demand charges and service guarantees, are dependent upon Federal, State, County, Municipal, District, and other Governmental taxes, license fees or other 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 taxes, license fees or other impositions. A franchise charge shall be added to the bills of all Florida Public Service Commission jurisdictional customers, as determined by the franchise agreements between Florida Power & Light Company and governmental authorities. The charge shall be computed as a percentage of the bill for energy including fuel delivered within the franchise area, excluding separately stated taxes and the franchise charge itself. This charge shall reflect the estimated amount of the annual franchise payment to that specified governmental authority in which the Customer's account is located, plus adjustment for the gross receipts tax and the regulatory assessment fee, and shall be corrected at least annually for any differences between the actual collections and actual payments.

7.7 Disconnection and Reconnection of Service.

7.71 Disconnection of Service. 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 premise until notice is received and the Company has had a reasonable time to discontinue service. A billing address should be provided to the Company for issuance of the final billing statement and/or deposit refund. When a Customer orders service discontinued, the Company may ask the Customer to open the main switch upon vacating the premises. This will allow the use of electric service until the time of departure and will insure that no energy is used or charges accrue after the Customer leaves. As convenient, a Company employee will visit the premises to read the meter.

7.72 Reconnection 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 Change of Occupancy. When a change of occupancy takes place on any premises supplied by the Company with electric service, notice shall be given to the Company not less than one (1) business day prior to the date of change. The outgoing party will be held responsible for all electric service used on such premises 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 change, the accepted application of the succeeding occupant for the electric service will automatically terminate the prior account.

7.9 Delinquent Bills. Bills are due when rendered and become delinquent if not paid within twenty (20) days from the mailing or delivery date. Thereafter, following five (5) working days' written notice, service may be discontinued and the deposit applied toward settlement of the bill. For purposes of this subsection, "working day" means any day on which the Company's business offices are open and the U.S. Mail is delivered.

8 METERS

8.1 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 metering equipment as may be necessary to measure the electric service used by the Customer. The Customer will keep the meter location clear of obstructions at all times in order that the meter may be read and the metering equipment may be maintained or replaced. . If a Customer requests a different location for meter placement from that designated by the Company on initial application for service and the Company agrees that the different meter location is acceptable to the Company, the Customer shall pay the incremental cost of installing the meter at the different location. If an existing Customer requests relocation of an existing installed meter and the Company agrees that the different meter location is acceptable to the Company, the existing Customer shall pay the incremental cost of relocating the meter at the different location.

8.2 Setting and Removing Meters. None but duly 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.

8.3 Tampering with Meters. Title to meters and metering equipment shall be and remain in the Company. Unauthorized connections to, or tampering with the Company's meter or meters, or meter seals, or indications or evidence 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 $200 for residential and non-demand commercial customers and $1,000 for all other customers, and reimbursement to the Company for all extra expenses incurred on this account.

8.4 Meter Tests. The Company employs every practicable means to maintain the commercial accuracy of its meters. Meter tests, and billing adjustments for inaccurate meters, are in accordance with the methods and procedure prescribed by the Florida Public Service Commission.

8.5 Failure of Meter. When a meter fails, or part or all of the metering equipment is destroyed, billing will be estimated based upon the registration of check metering equipment or other available data.

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 installation 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 renewing electrical installations.

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, partnership, association, corporation, or governmental agency controlling or responsible for the development of a new subdivision or dwelling unit who applies for the underground installation of distribution facilities.

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.

CABLE IN CONDUIT SYSTEM - Underground residential distribution systems where all underground primary, secondary, 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, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

DWELLING UNIT – 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-phase primary installation, including switches, which serves as a source for primary laterals and loops through suitable overcurrent devices.

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

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

MULTIPLE-OCCUPANCY BUILDING - A structure erected and framed of component structural parts and designed to contain five or more individual dwelling units.

OVERHEAD SYSTEM - Distribution system consisting of primary, secondary and service conductors and aerial transformers supported by poles.

POINT OF DELIVERY - The point where the Company's wires or apparatus are connected to those of the Customer. See Section 10.2.11.

PRIMARY LATERAL - That part of the electric distribution system whose function is to conduct electricity at the primary level from the feeder main to the transformers. It usually consists of a single-phase conductor or insulated cable, with conduit, together with necessary accessory equipment for supporting, terminating and disconnecting from the primary mains by a fusable element.

SERVICE LATERAL - The entire length of underground service conductors and conduit between the distribution source, 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.

SERVICE ENTRANCE CONDUCTORS – The Customer's conductors from point of connection at the service drop or service lateral to the service equipment.

(Continued on Sheet No. 6.085)

(Continued from Sheet No. 6.080)

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 UnderGround 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.

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 Regulations for:

a) New Residential Subdivisions and Developments.
b) New Service Laterals from Overhead Systems.
c) Replacement of Existing Overhead and Underground Service Laterals.
d) New Multiple-Occupancy Residential Buildings.

10.2.2. 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 major projects. Close coordination is necessary throughout the planning and construction stages by the Company, the architect, the builder, the subcontractors and the consulting 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. Failure of the Applicant to provide such notification and coordination shall result in the Applicant paying any additional costs incurred by the Company.

10.2.3. 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, engineering design, administration and relocation expenses, due to changes made subsequent to the agreement in the subdivision or development layout or final grade.

10.2.4. 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 facilties 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-grade appurtenances. 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.

10.2.6. 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. Rights of Way and Easements
The Applicant shall record and furnish satisfactory rights of way and easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, as required by and at no cost to the Company prior to the Company initiating construction. Before the Company will start construction, these rights of way and easements must be cleared by the Applicant of trees, tree stumps and other obstructions that conflict with construction, staked to show property corners and survey control points, graded to within six inches of final grade, with soil stabilized. In addition, the Applicant shall provide stakes showing final grade along the easement. Such clearing and grading must be maintained by the Applicant during construction by the utility.

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 prior 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 inspected by the Company and, in the case of Applicant-installed conduit, after the applicable conductors have been installed.

(Continued on 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 $60.00 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 meter to energize the load side of the meter can, all in a single trip. Subsequent visits other than routine maintenance 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, 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'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.
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 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 appurtenances limits perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

10.2.10. Special 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 digging expenses other than what is normally provided by the Company. The Applicant is responsible for clearing, compacting, boulder and large rock removal, stump 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 and will normally be at or near the part of the building nearest the point at which the secondary electric supply is available to the property. 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 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 $7.20. Where an existing trench is utilized, the additional cost per trench foot is $2.78. Where the Applicant provides the trenching, installs Company provided conduit according to Company specifications and backfilling, the cost per additional trench foot is $2.02. Any re-designation 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)

(Continued from Sheet No. 6.095)

10.2.12. Location of Meter and Downpipe

The Applicant shall install a meter enclosure and downpipe 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 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 Tariff charges are based on reasonably full use of the land being developed. Where the Company is required to construct underground electric facilities through a section or sections of the subdivision or development where full 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 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 prorata 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 retained 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" conduit, limited to a maximum size of 4/0 aluminum. All parallel services, or any single services requiring service conductor larger than 4/0 aluminum, require additional charges determined by specific cost estimate.

SECTION 10.3 UNDERGROUND DISTRIBUTION FACILITIES FOR RESIDENTIAL SUBDIVISIONS AND DEVELOPMENTS

10.3.1. Availability

When requested by the Applicant, the Company will provide underground electric distribution facilities, other than for multiple occupancy buildings, in accordance with its standard practices in:

a) Recognized new residential subdivision of five or more building lots.
b) Tracts of land upon which five or more separate dwelling units are to be located.

For residential buildings containing five or more dwelling units, see SECTION 10.6 of these Rules.

10.3.2. Contribution by Applicant

a) The Applicant shall pay the Company the average differential cost for single phase residential underground distribution service based on the number of service laterals required or the number of dwelling units, as follows:

	Applicant's Contribution
1. Where density is 6.0 or more dwelling units per acre:	
1.1 Buildings that do not exceed four units, townhouses, and mobile homes – per service lateral.	
1. Subdivisions with 300 or more total service laterals	$ 0.00
2. Subdivisions from 100 to 299 total service laterals	$ 0.00
3. Subdivisions less than 100 total service laterals	$ 57.97
1.2 Mobile homes having Customer-owned services from meter center installed adjacent to the FPL primary trench route - per dwelling unit.	
1. Subdivisions with 300 or more total dwelling units	$ 0.00
2. Subdivisions from 100 to 299 total dwelling units	$ 0.00
3. Subdivisions less than 100 total dwelling units	$ 0.00
2. Where density is 0.5 or greater, but less than 6.0 dwelling units per acre:	
Buildings that do not exceed four units, townhouses, and mobile homes – per service lateral	
1. Subdivisions with 200 or more total service laterals	$ 0.00
2. Subdivisions from 85 to 199 total service laterals	$ 183.35
3. Subdivisions less than 85 total service laterals	$ 266.35
3. Where the density is less than 0.5 dwelling units per acre, or the Distribution System is of non-standard design, individual cost estimates will be used to determine the differential cost as specified in Paragraph 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 arrangements that will permit serving the local underground distribution system within the subdivision from overhead feeder mains. If feeder mains within the subdivision are deemed necessary by the Company to provide and/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 underground feeder mains within the subdivision and equivalent overhead feeder mains, as follows:

	Applicant's Contribution
Cost per foot of feeder trench within the subdivision (excluding switches)	$9.02
Cost per switch package	$27,200.43

(Continued on Sheet No. 6.110)

(Continued from Sheet No. 6.100)

c) Where primary laterals are needed to cross open areas such as golf courses, parks, other recreation areas and water retention areas, the Applicant shall pay the average differential costs for these facilities as follows:

Cost per foot of primary lateral trench within the subdivision

1) Single Phase - per foot	$0.71
2) Two Phase - per foot	$2.72
3) Three Phase - per foot	$4.38

d) For requests for service where underground facilities to the lot line are existing and a differential charge was previously paid for these facilities, the cost to install an underground service lateral to the meter is as follows:

Density less than 6.0 dwelling units per acre:	$348.83
Density 6.0 or greater dwelling units per acre:	$258.34

10.3.3. Contribution Adjustments

a) Credits will be allowed to the Applicant's contribution in Section 10.3.2.where, by mutual agreement, the Applicant provides all trenching and backfilling for the Company's distribution system, excluding feeder.

	Credit to Applicant's Contribution	
1. Where density is 6.0 or more dwelling units per acre:	Backbone	Service
1.1 Buildings that do not exceed four units, townhouses, and mobile homes - per service lateral.	$149.16	$156.59
1.2 Mobile homes having Customer-owned services from meter center installed adjacent to the FPL primary trench route - per dwelling unit.	$123.35	N/A
2. Where density is 0.5 or greater, but less than 6.0 dwelling units per acre:		
Buildings that do not exceed four units, townhouses, and mobile homes - per service lateral	$247.06	$219.22

b) Credits will be allowed to the Applicant's contribution in Section 10.3.2.where, by mutual agreement, the Applicant installs all Company-provided conduit excluding feeder per FPL instructions. This credit is:

1. Where density is 6.0 or more dwelling units per acre:	Backbone	Service
1.1 Buildings that do not exceed four units, townhouses, and mobile homes - per service lateral.	$62.07	$48.00

(Continued on Sheet No. 6.115)

(Continued from Sheet No. 6.110)

	Credit to Applicant's Contribution	
	Backbone	Service
1.2 Mobile homes having Customer-owned services from meter center installed adjacent to the FPL primary trench route - per dwelling unit.	$50.61	N/A
2. Where density is .5 or greater, but less than 6.0 dwelling units per acre, per service lateral.	$99.47	$58.80

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 foot of trench – $3.48.

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 - $0.60; larger than 2" PVC - $0.84.

e) 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 - $664.74.

f) Credit will be allowed to the Applicant's contribution in section 10.3.2., where by mutual agreement, the Applicant installs an FPL-provided primary splice box, per FPL instructions, per box - $232.78.

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 handhole, per FPL instructions, per handhole: 17" handhole - $21.60; 24" or 30” handhole - $61.19.

h) 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-mounted transformer or capacitor bank, per FPL instructions, per pad - $60.00.

i) 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): $0.12.

j) 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 and cable chamber for a pad-mounted feeder switch, per pad and cable chamber - $565.15.

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

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

	Applicant's Contribution
1. For any density:	
Buildings that do not exceed four units, townhouses, and mobile homes	
a) per service lateral (includes service riser installation)	$683.84
b) per service lateral (from existing handhole or PM TX)	$348.83
2. For any density, the Company will provide a riser to a handhole at the base of a pole	$705.46

Additional charges specified in Paragraphs 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 credit is:

	Credit To Applicant's Contribution
1. For any density:	
Buildings that do not exceed four units, townhouses, and mobile homes - per foot	$3.48

(Continued on Sheet No. 6.125)

(Continued from Sheet 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	$0.60
	Larger than 2" PVC	$0.84

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 homes	
-per service lateral:	$60.00

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

10.5.1. Applicability

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. Rearrangement 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, pavement 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 paving, 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:

	Applicant's Contribution
1. Where the Company provides an underground service lateral:	$651.49
2. Where the Company provides a riser to a handhole at the base of the pole:	$930.13

b) The charge per service lateral replacing an existing Company-owned underground service at Applicant's request for any density shall be:

1. Where the service is from an overhead system:	$643.46
2. Where the service is from an underground system:	$555.22

c) The charge per service lateral replacing an existing Customer-owned underground service from an overhead system for any density shall be: $426.82

d) The charge per service lateral replacing an existing Customer-owned underground service from an underground system for any density shall be: $91.81

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 poles, downguys, spans of secondary, etc. will be charged based on specific cost estimates for the requested additional work.

SECTION 10.6 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 contribute 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 economical manner, and reasonably full use is made of the tract 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:

a) 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 render service.

b) Where the Company determines that transformers are to be located inside the building, the Applicant shall provide in accordance with Company specifications:

1) The vault or vaults necesary for the transformers and associated equipment.
2) The necessary raceways or conduit for the Company's supply cables from the vault or vaults to a suitable point five feet outside the building in accordance with the Company's plans and specifications.
3) Conduits underneath 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.
4) The service entrance conductors and raceways from the Applicant's service equipment to the designated point of delivery within the vault.

c) Where the Company determines that transformers are to be located outside the building, the Applicant shall provide in accordance with Company specifications:

1) The space for padmounted equipment at or near the building, and protective devices for such equipment, if required.
2) The service entrance conductors and raceway from the Applicant's service equipment to the point of delivery designated by the Company at or near the building.

3) 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.

d) Provide proper easements, including the right of ingress and egress for the installation, operation and maintenance of the Company's facilities.

e) Ensure that the metering enclosures 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:

a) 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)

(Continued from Sheet 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.

c) Furnish and install the necessary 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.

10.6.5. 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.

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 alter 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 upgraded facilities prior to construction of the requested facilities based on the formulas presented below.

(a) The CIAC for new or upgraded overhead facilities ($CIAC_{OH}$) shall be calculated as follows:

$CIAC_{OH}$ = Total estimated work order job cost of installing the facilities - Four years expected incremental base energy revenue - Four years expected incremental base demand revenue, if applicable

(i) The cost of the service drop and meter shall be excluded from the total estimated work order job cost 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 upgraded facilities are placed in service.

(iv) In no instance shall the $CIAC_{OH}$ be less than zero.

(b) The CIAC for new or upgraded underground facilities ($CIAC_{UG}$) shall be calculated as follows:

$CIAC_{UG}$ = $CIAC_{OH}$ + 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 in-service 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)

(Continued From Sheet No. 6.199)

11.1.3 Proration of CIAC

CIAC is proratable 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 CIAC or pro-rata share amount due from an Applicant shall be paid prior to construction. For purposes of this tariff, the New Facilities' in-service 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 tariff 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 tariff. 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 FPL will determine the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount. Where system integrity would be compromised 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 tariff 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 (CIAC) 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 cable 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 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 an Underground Distribution Facilities Installation Agreement. If the request for underground electric distribution facilities involves 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)

(Continued from Sheet No. 6.200)

11.2.4 Non-Binding 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 Underground Distribution Facilities Installation Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Underground Distribution Facilities Installation Agreement set forth in this tariff at Sheet Nos. 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 180 day 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 payment of a new deposit and the presentation of a new binding cost estimate. For good cause 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.

11.2.6 Easements

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 FPL and record, at no cost to FPL, 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 underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above 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 Distribution Facilities Installation Agreement entered into between the Applicant and FPL. Before FPL will commence construction, those rights of way and easements, contained within the boundaries of a development for which the underground electric distribution facilities are to be installed for new service, shall be staked to show property corners and survey control points, graded to within six inches of final grade, with soil stabilized, and also staked to show the final grade along 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. 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 being responsible for any additional costs incurred by FPL as a result of said failure.

11.2.8 Changes to Plans, Layout or Grade

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 layout or final grade information supplied to FPL for the preparation of the binding cost estimate.

11.2.9 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by FPL, to maximize their 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 appurtenances limit perpetual accessibility for reading, 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:

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

(Continued on Sheet No. 6.220)

(Continued from Sheet No. 6.210)

(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 claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, 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 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 standards.

11.2.12 Design and Ownership

FPL 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:

a) 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 connection 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.

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 tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

CONVERSION - Any installation 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 (CIAC) – The CIAC to be paid by an Applicant under this tariff section shall be the result of the following formula:

CIAC =

1) The estimated cost to install the requested underground facilities;
\+ 2) The estimated cost to remove the existing overhead facilities;
\+ 3) The net 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. overhead operational costs differential,
\- 7) The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC") calculated as a percentage of the sum of lines 1) through 6). Simplified eligibility criteria for each ASRC Tier are summarized below. Applicants must enter into an Underground Facilities Conversion Agreement with the Company which provides full details on terms, conditions and compliance requirements.

Tier	Percentage	Pole-Line Miles	Customer Conversions	Completion
1 *	25%	3 or more	100%	3 phases
2	10%	1 to <3	100%	3 phases
3	5%	< 1	n/a	n/a

***** The GAF Waiver will apply in lieu of Tier 1 ASRC for eligible conversions by Local Government Applicants.

GAF Waiver

For Applicants entering into an Underground Facilities Conversion Agreement – Governmental Adjustment Factor Waiver with the Company, the otherwise applicable CIAC amount, as calculated above, shall be reduced by the GAF Waiver. The amount of the GAF Waiver shall be calculated as follows:

GAF Waiver =

25% x the otherwise applicable CIAC;
\+ 75% x the ASRC (avoids double-counting the ASRC embedded in the otherwise applicable CIAC.)

If the Applicant elects to construct and install all or part of the underground facilities, then for purposes of calculating the ASRC or the GAF Waiver amount only, the otherwise applicable CIAC shall be adjusted to add FPL's estimated cost for the Applicant-performed work. In addition, the Direct Engineering, Supervision, and Support (DESS) costs associated with this Applicant-performed work will be reduced by 20% from the amount that would have applied if FPL performed this work.

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.

SERVICE FACILITIES - The entire length 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 weatherhead, in a terminal, or meter box outside the building wall; the terminal or meter box; and the meter.

(Continued on Sheet No. 6.301)

(Continued from Sheet No. 6.300)

SECTION 12.2 GENERAL

12.2.1 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will be substituted for existing overhead electric distribution facilities. Any person, corporation, or entity capable of complying with the requirements of this tariff may submit 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 lieu of presently existing overhead electric distribution facilities serving said area. Upon receipt of a written request, FPL will determine the feasibility of converting the existing 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-refundable deposit by an Applicant, FPL shall prepare 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 feasible, and provide said estimate to the Applicant upon completion of the estimate along with either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. The CIAC amount to be collected pursuant to a binding 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 binding cost estimate. However, 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 either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver 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.

(Continued on Sheet No. 6.310)

(Continued from Sheet No. 6.301)

12.2.3 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 FPL to initiate 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 either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. 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-Binding 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. Neither an Underground Facilities Conversion Agreement nor an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver may be executed on the basis of a non-binding cost estimate.

12.2.5 Underground Facilities Conversion Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or, if applicable, the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725. 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 facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause FPL may extend the 180 day time limit. Upon execution of either the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, FPL shall proceed to convert the facilities identified in a timely manner. However, new service extensions, maintenance and reliability projects, and service restorations shall take precedence over facilities conversions.

12.2.6 Simultaneous Conversion of Other Pole Licensees

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver the Applicant shall have executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide FPL with an executed copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensees will coordinate their conversion with FPL and other licensees in a timely manner so as to not create unnecessary delays. Failure to present FPL with executed copies of any 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 or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

12.2.7 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, the Applicant shall provide FPL, at no cost to FPL, 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 underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after the 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 or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

(Continued on Sheet No. 6.320)

(Continued from Sheet No. 6.310)

12.2.8 Affected Customer Services

The Applicant shall be responsible for the costs associated with any modifications to the service facilities of customers affected by the conversion 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 FPL:

a) any necessary rearranging of the customer's existing electric service entrance facilities to accommodate an underground service lateral through the use of a licensed electrical contractor, in accordance with all local ordinances, codes, and FPL specifications; and

b) 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 repairs

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 customer 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. The cost for maintaining an overhead service drop from an underground system shall be:

a) 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, pavement or other similar repairs and installation of FPL provided conduit, according to FPL specifications, necessary to bring existing underground service laterals of affected customers to an FPL designated handhole or transformer. FPL will install the necessary cable, the cost of which shall be included in the binding 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 tariff.

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 Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver.

12.2.9 Other Terms and Conditions

Through the execution of either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725 the Applicant agrees to the following:

a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation 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 claim, 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 timely manner consistent with FPL's construction schedule.

(Continued on 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, install, own, and maintain 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) 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 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 portions of the work for the purpose of a GAF Waiver calculation pursuant to an Underground Facilities Conversion Agreement – Governmental Adjustment Factor Waiver; and

e) the Applicant agrees to rectify any deficiencies found by FPL 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 or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver 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 conversion costs, the Federal or State DOT may pay the CIAC after the work has been performed.

SUPPLEMENT TO GENERAL RULES AND REGULATIONS FOR THE INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES TO SERVE SMALL COMMERCIAL/INDUSTRIAL CUSTOMERS

SECTION 13.1 DEFINITIONS

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

APPLICANT - Any person, partnership, association, corporation, or governmental agency that applies for the installation of underground distribution facilities to serve the electrical requirements of a new commercial/industrial building.

BUILDING - Any structure designed for commercial/industrial application.

CABLE IN CONDUIT SYSTEM - Underground distribution system where all underground primary, secondary, 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. (FPL)

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing 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 suitable overcurrent devices.

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

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

OVERHEAD SYSTEM - Distribution system consisting of primary, secondary and service conductors and aerial transformers 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 whose 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 conduit, together with necessary accessory equipment for supporting, terminating and disconnecting from the primary mains by a fusible element.

RADIAL- An Underground Primary Lateral having one source of feed at the primary level.

UNDERGROUND SERVICE FACILITIES - The entire length of underground service conductors and associated equipment from the Applicant's property line to the designated point of delivery.

SECTION 13.2 UNDERGROUND DISTRIBUTION FACILITIES TO SMALL COMMERCIAL/INDUSTRIAL CUSTOMERS

13.2.1 Application

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

a) Must be a new commercial/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 builder, the subcontractors and the consulting 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. Failure 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.

13.2.3 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 in these rules are for underground distribution primary/secondary 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 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.

(Continued on Sheet No. 6.510)

(Continued from Sheet No. 6.500)

13.2.6 Rights of Way and Easements

The Applicant shall record and furnish satisfactory rights of way and easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, as required by and at no cost to the Company prior to the Company initiating construction. Before the Company will start construction, these rights of way and easements must be cleared by the Applicant of trees, tree stumps and other obstructions that conflict with construction, staked to show property corners and survey control points, and graded to within six inches of final grade, with soil stabilized. In addition, the Applicant shall provide stakes showing final grade along the easement. Such clearing and grading must be maintained by the Applicant during construction by the utility.

13.2.7 Contribution and Credits

The Applicant shall pay the required contribution 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 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 credits shall not exceed the total differential costs. The credit will be granted after the work has been inspected 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 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 and transformers when the design of a commercial/industrial building or its appurtenances 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 responsible for necessary additional hand digging expenses other than what is normally provided by the Company. The Applicant is responsible for clearing, compacting, stump 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.

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 at which the Company's electric supply is available to the property. 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 estimated full cost of the primary/secondary lateral length, including labor and materials, required in excess of that which would have been needed to reach 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, where 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 raceway 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)

(Continued from Sheet No. 6.510)

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, riser (if from overhead termination point), pad mounted transformer and trench with cable-in-conduit not to exceed 150 feet in radials and 300 feet in loops.

	Applicant's Contribution	
	From Overhead Termination Point	From Existing Underground Termination Point
1) Single phase radial	$ 0.00	$ 0.00
2) Two phase radial	$ 0.00	$ 0.00
3) Three phase radial (150 KVA)	$ 0.00	$ 0.00
4) Three phase radial (300 KVA)	$ 0.00	$ 0.00
5) Single phase loop	$ 0.00	$ 0.00
6) Two phase loop	$ 0.00	$ 0.00
7) Three phase loop (150 KVA)	$ 0.00	$ 0.00
8) Three phase loop (300 KVA)	$ 0.00	$ 0.00

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

1) Small single phase	$ 552.55
2) Large single phase	$ 1,025.92
3) Small three phase	$ 801.92
4) Large three phase	$ 1,530.59

c) FPL service cable installed in customer provided and customer 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 meter can is at least 5 feet and no more than 100 feet from the FPL pole.

	120v 60 amp 2 wire service	120/240v 125 amp 3 wire service
1) Installed on a wood pole - accessible locations	$ 474.23	$ 434.80
2) Installed on a wood pole - inaccessible locations	$ 545.29	$ 493.51
3) Installed on a concrete pole - accessible locations	$ 526.63	$ 487.19

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

1) Handhole	
a. Small - per handhole	$203.40
b. Intermediate - per handhole	$241.53
c. Large - per handhole	$817.30
2) Pad Mounted secondary Junction Box – per box	$2,567.29

3) Pad Mounted secondary Junction Cabinet, used when electrical loads exceed the capacity 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 diameter is less than 500 MCM.

Per cabinet (includes connecting up to 12 sets of conductor)	$10,992.18
Tapping service conductors (if more than 12 sets) – per set	$ 79.20

(Continued on Sheet No. 6.530)

(Continued from Sheet No. 6.520)

e) Primary splice box including splices and cable pulling set-up.

1) Single Phase - per box	$1,349.64
2) Two Phase - per box	$1,859.16
3) Three Phase - per box	$2,070.15

f) Additional installation charge for underground primary laterals including trench and cable-in-conduit which exceed the limits set in 13.2.12 a).

1) Single Phase - per foot	$ 0.71
2) Two Phase - per foot	$ 2.72
3) Three Phase - per foot	$ 2.48

g) Additional installation charge for underground primary laterals including trench and cable-in-conduit extended beyond the Company designated point of delivery to a remote point of delivery.

1) Single Phase - per foot	$ 8.74
2) Two Phase - per foot	$ 13.03
3) Three Phase - per foot	$ 15.26

h) The above costs are based upon arrangements that will permit serving the local underground distribution system within the commercial/industrial development from overhead feeder mains. If feeder mains within the commercial/industrial development are deemed necessary by the company to provide and/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 underground feeder mains within the commercial/industrial development and equivalent overhead feeder mains, as follows:

	Applicant's Contribution
Cost per foot of feeder trench within the commercial/industrial development (excluding switches)	$ 9.02
Cost per switch package	$27,200.43

i) 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 conduit(s) into a padmounted transformer, pedestal or vault (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)

(Continued from Sheet No. 6.530)

13.2.13 Contribution Adjustments

a) Credits will be allowed to the Applicant's contribution in Section 13.2.12. where, by mutual agreement, the Applicant provides trenching and backfilling for the Company's facilities.

	Credit to the Applicant's Contribution
1) Credit per foot of primary trench	$ 3.48
2) Credit per foot of secondary trench	$ 2.76

b) Credits will be allowed to the Applicant's contribution in section 13.2.12. where, by mutual agreement, the Applicant installs Company-provided conduit per Company instructions.

1) Credit per foot of 2" conduit	$ 0.60
2) Credit per foot of larger than 2" conduit	$ 0.84

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

1) Credit per large handhole/primary splice box	$ 232.78
2) Credit per small handhole	$ 61.19

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

Credit per pad	$ 60.00

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

Credit per pad	$ 565.15

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

Credit per splice box	$ 664.74

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EXHIBIT B

[redacted]

FPL

August 1, 2017

[redacted]

Dear [redacted]r Current Resident:

FPL appreciates the lush landscape of trees and shrubbery in our communities. They enrich the aesthetics of our neighborhoods and support our environment. **FPL is committed to protecting and maintaining our environment while providing safe and reliable electric service.**

In the next few weeks, FPL will be performing line clearing in your neighborhood. We will be clearing threatening branches and limbs that can potentially cause safety hazards and power outages by brushing against or falling upon our power lines during windy weather. The trees will be trimmed in a manner that redirects new growth away from power lines. At times, we also need to remove select palms and other fast growing vegetation that cannot be effectively maintained by trimming. Remaining tree debris will be removed.

We ask that you facilitate these efforts by providing access to trees near power lines behind your property. Your cooperation is valuable in helping prevent outages to you and your neighbors. If access to your property is required, a contractor will contact you personally or leave a note at your door in advance of any work. And we ask that you please not attempt to trim any trees or vegetation growing on or near power lines. Safety is a core value at FPL, which is why we hire specially-trained line clearing professionals to perform this work.

You may see an increase of trucks and contractor activity as a result of these efforts. However, areas serviced by underground lines may not have visible activity within their vicinity. In these cases, the work takes place outside of neighborhoods where the initial service is provided by overhead lines.

Line clearing is an effective preventative maintenance effort for improved reliability, but it is not a substitute for smart landscaping and responsible maintenance by property owners. Visit www.FPL.com/trees to learn more about FPL's Vegetation Management program or for help on selecting and planting the Right Tree in the Right Place.

Thank you for your support in these efforts and be assured we are fully committed to provide you with safe and reliable service now and in the future. For questions about this letter, call Vegetation Management at (866) 274-9098, and refer to Work Order 7738164.

Sincerely,

[redacted]

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

[redacted]

FPL

Agosto 1, 2017

[redacted]

Re: [redacted]

Estimado Sarah Kagan:

FPL aprecia el paisaje lujoso de árboles y de los arbustos en nuestras comunidades. Enriquecen la estética de nuestras vecindades y apoyan nuestro medioambiente. **FPL está comprometido a proteger y mantener nuestro medioambiente y proporcionar un servicio eléctrico seguro y confiable.**

En las semanas próximas, FPL realizara una poda de vegetación de los tendidos eléctricos en su vecindad. Quitaremos las ramas amenazadoras que puedan causar algún peligro de seguridad e interrupciones de electricidad si rozan o caen sobre nuestros tendidos eléctricos durante temporadas ventosas. Los árboles serán podados de una forma que dirigirá nuevo crecimiento lejos de los tendidos eléctricos. Ocasionalmente, también es necesario quitar palmas selectas y otra vegetación de crecimiento rápido que no pueden ser mantenidas con eficacia por nuestro programa de poda. Los escombros del árbol serán quitados.

Le pedimos que nos ayude con estos esfuerzos a través de facilitar el acceso a los árboles cerca de los tendidos eléctricos detrás de su propiedad. Su cooperación será importante en ayudar prevenir interrupciones a usted y a sus vecinos. Si el acceso a su propiedad es requerido, un contratista se comunicara con usted personalmente o dejará una nota en su puerta antes de efectuar cualquier trabajo. Y le pedimos que por favor no intente podar árboles o vegetación que crecen sobre o cerca de los tendidos eléctricos. La seguridad es fundamental en la FPL, y esa es la razón por qué empleamos profesionales especialmente entrenados para realizar este tipo de trabajo.

Es posible que vea un aumento de camiones y de contratistas como resultado de estos esfuerzos. Sin embargo, es posible que las áreas con líneas subterráneas no tengan actividad visible dentro de su vecindad. En estos casos, el trabajo ocurre fuera de las vecindades en donde el servicio inicial es proporcionado por tendidos eléctricos.

EL programa de poda es un esfuerzo preventivo eficaz de mantenimiento para mejorar la fiabilidad, pero no es un substituto para el ajardinar y el mantenimiento responsable de los dueños de propiedades. Visite www.FPL.com/trees para aprender más sobre el programa de mantenimiento de vegetación de la FPL o para ayuda en seleccionar y sembrar los árboles adecuados en los lugares adecuados.

Gracias por su ayuda en estos esfuerzos y asegúrese que estamos completamente comprometidos a proveerle a usted un servicio seguro y eficaz ahora y en el futuro. Para preguntas sobre esta carta, llame al departamento de mantenimiento de vegetación al (866) 274-9098, y refiérase a la orden de trabajo 7738164.

Sinceramente,

Departamento de Mantenimiento de Vegetación

rida Power & Light Company
erse Boulevard, Juno Beach, FL 33408