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Robert L. McGee, Jr. Regulatory & Pricing Manager One Energy Place Pensacola, FL 32520-0780 850 444 6530 tel 850 444 6026 fax r[mcgee@southernco.com

October 12, 2016

VIA ELECTRONIC FILING

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

Re: Petition for an increase in rates by Gulf Power Company, Docket No. 160186-El

Re: Petition for approval of 2016 depreciation and dismantlement studies, approval of proposed depreciation rates and annual dismantlement accruals and Plant Smith Units 1 and 2 regulatory asset amortization, by Gulf Power Company, Docket No. 160170-EI

Dear Ms. Stauffer:

Attached for official filing on behalf of Gulf Power Company (Gulf) in the abovereferenced dockets are the following:

- 1. Gulf's Petition
- 2. Direct Testimony and Exhibits of Gulf's Witnesses Burleson, Burroughs, Connally, Deason, Evans, Floyd, Garvie, Harris, Hodnett, Liu, Mason, McGee, O'Sheasy, Park, Ritenour, Smith, Terry, Vander Weide and Watson
- 3. Minimum Filing Requirements, Schedules A through F.

Gulf is filing a total of twenty-nine (29) documents representing the individual components of the three enumerated items listed above through the Commission's Web Filing Form. A request for Confidential Classification of certain information contained in MFR Schedule D-2 is being filed under separate cover.

Carlotta Stauffer, Commission Clerk

Docket No. 160186-EI

160170-EI

October 12, 2016

Page 2

Twenty-one (21) courtesy copies and a DVD containing Gulf's Petition in Word format and the above-listed documents in PDF format are also being provided via hand delivery.

Please contact me should you or your Staff have any questions regarding this filing.

Sincerely,

Robert L. McGee, Jr.

Regulatory and Pricing Manager

Attachments

cc w/enc:

Beggs & Lane

Jeffrey A. Stone

Office of Public Counsel

J. R. Kelly, Public Counsel

Florida Public Service Commission Ms. Lee Eng Tan, Staff Counsel

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

| IN RE: | Petition for Increase in Rates By Gulf Power Company |))) | Docket No.: 160186-EI |
|--------|--|-------------|-----------------------|
| IN RE: | Petition for approval of 2016 depreciation and dismantlement studies, approval of proposed depreciation rates and annual dismantlement accruals and Plant Smith Units 1 and 2 regulatory |))) | |
| | asset amortization, by Gulf Power Company |) | Docket No : 160170-EL |

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by hand delivery this 12th day of October, 2016 to the following:

J. R. Kelly/Stephanie A. Morse
Public Counsel
Office of Public Counsel
c/o The Florida Legislature
111 W. Madison Street, Room 812
Tallahassee, FL 32399-1400
kelly.ir@leg.state.fl.us

Office of the General Counsel Theresa Tan 2540 Shumard Oak Blvd Tallahassee, FL 32399-0850 ltan@psc.state.fl.us

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(850) 432-2451
Attorneys for Gulf Power



One Energy Place Pensacola, FL 32520-0780 850 444 6530 tel 850 444 6026 fax Ilmcgee@southernco.com

October 12, 2016

VIA ELECTRONIC FILING

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

Re: Petition for an increase in rates by Gulf Power Company, Docket No. 160186-EI

Re: Petition for approval of 2016 depreciation and dismantlement studies, approval of proposed depreciation rates and annual dismantlement accruals and Plant Smith Units 1 and 2 regulatory asset amortization by Gulf Power Company, Docket No. 160170-EI

Dear Ms. Stauffer:

Attached is Gulf Power Company's Petition for base rate relief and Motion to consolidate dockets.

(Document 1 of 29)

Sincerely,

Robert L. McGee, Jr.

Regulatory & Pricing Manager

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 160186-EI



PETITION

OF

GULF POWER COMPANY

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition for an increase in rates by Gulf Power Company

IN RE: Petition for approval of 2016 depreciation and dismantlement studies, approval of proposed depreciation rates and annual dismantlement accruals and Plant Smith Units 1 and 2 regulatory asset amortization, by Gulf Power Company

Docket No. 160186-EI

Docket No. 160170-EI

Date Filed: October 12, 2016

PETITION FOR BASE RATE RELIEF AND MOTION TO CONSOLIDATE DOCKETS

Gulf Power Company ("petitioner," "Gulf Power," "Gulf," or "the Company"), by and through its undersigned attorneys, and pursuant to the provisions of Chapter 366, Florida Statutes, respectfully petitions the Florida Public Service Commission ("Commission") for authority to increase the Company's retail rates and charges to the extent necessary to generate additional gross annual revenues in the amount of \$106,782,000. The requested increase will give the petitioner a reasonable opportunity to earn a fair rate of return of 6.04 percent on the cost of the Company's property used and useful in serving the public, including an 11.0 percent rate of return on the Company's common equity capital. Gulf further requests that Docket No. 160170-El be consolidated with this docket consistent with the Stipulation and Settlement Agreement that was unanimously approved by the Commission in Order No. PSC-13-0670-S-El issued December 19, 2013 in Docket No. 130140-El.

In support of this petition and as the basis for the requested increase, the Company respectfully states:

1. Notices and communications with respect to this petition and docket should be addressed to:

Jeffrey A. Stone, Esquire jas@beggslane.com
Russell A. Badders, Esquire rab@beggslane.com
Steven R. Griffin, Esquire srg@beggslane.com
Beggs & Lane
P. O. Box 12950
Pensacola, FL 32576-2950

Robert L. McGee, Jr. rlmcgee@southernco.com Regulatory and Pricing Manager Gulf Power Company One Energy Place Pensacola, FL 32520-0780

- 2. Gulf is a Florida corporation with its headquarters located at 500 Bayfront Parkway, Pensacola, Florida. The Company is an investor-owned electric utility operating under the jurisdiction of this Commission pursuant to the provisions of Chapter 366, Florida Statutes. The mailing address for the Company at its headquarters is One Energy Place, Pensacola, Florida 32520, and its telephone number is (850) 444-6111.
- 3. The Company has provided electric utility service to its customers since 1926 and now serves more than 450,000 retail customers across 8 counties in Northwest Florida through the generation, transmission, distribution, and sale of electric energy and energy related services. Gulf Power is a wholly-owned subsidiary of The Southern Company ("Southern Company"). The common stock of Southern Company is owned by approximately 128,000 registered shareholders of record, over 11,000 of whom reside in Florida.

- 4. The Company's current retail rates and charges are inadequate to afford Gulf a reasonable opportunity to earn a fair and reasonable rate of return for the projected test year or for the foreseeable future. The base rate portions of the Company's current rates and charges were established in Gulf's last rate case, which was filed in July 2013. That case was resolved via the Stipulation and Settlement Agreement ("2013 Settlement Agreement" or "Settlement") among all parties to the proceeding that was unanimously approved by the Commission in Order No. PSC-13-0670-S-EI issued December 19, 2013 in Docket No. 130140-EI. The 2013 Settlement Agreement continued the rate of return on equity and range of return on equity established in Gulf's 2012 test year rate case, Docket No. 110138-EI. This included a rate of return on equity of 10.25 percent for all regulatory purposes, with a range of return on equity of 9.25 percent to 11.25 percent.
- 5. The projected period January 1, 2017 through December 31, 2017 serves as the test year on which Gulf has calculated its revenue deficiency in this case. The test year in a rate case provides an appropriate period of utility operations that may be analyzed so the Commission can set reasonable rates for the period the new rates will be in effect. The period January 1, 2017 through December 31, 2017 is a calendar year that corresponds to the Company's fiscal year and properly matches Gulf's projected revenues with the projected costs and investment required to provide customers with service during the period following the effective date of the new base rates in this case. Use of a projected test year that includes information related to rate base, net operating

income, and capital structure for the time new rates will be in effect benefits all stakeholders by helping to reduce the impacts of regulatory lag. As part of this petition, Gulf seeks the Commission's approval of the projected January 1, 2017 through December 31, 2017 test year ("requested test year" or "test year") as a reasonable representation of the Company's expected future operations.

- 6. The Company's jurisdictional 13-month average rate base for the period ended December 31, 2017 is projected to be \$2,418,917,000. Gulf's jurisdictional net operating income for the same period is projected to be \$80,723,000, using the Company's jurisdictional base rates currently in effect. The resulting adjusted jurisdictional rate of return on average rate base is projected to be 3.34 percent, while the return on common equity is projected to be 4.27 percent for the test year of January 1, 2017 through December 31, 2017. In this case, the Company requests that it be allowed an overall rate of return of 6.04 percent, which equals Gulf's total cost of capital, including an 11.0 percent rate of return on common equity. The resulting revenue deficiency is \$106,782,000, which is the amount of additional annual gross revenues requested by the Company in this proceeding.
- 7. Because Docket 130140-EI was resolved by settlement, Gulf's 2012 test year rate case, Docket No. 110138-EI, is the last time that the Commission specifically reviewed and approved all the elements that make up Gulf's base rate revenue

¹ Upon approval, the requested return on common equity of 11.0 percent would serve as the midpoint of Gulf's authorized range. The resulting authorized range would be from 10.0 percent to 12.0 percent.

requirement. As presented in the testimony and exhibits of Gulf's witnesses, the management and employees of Gulf have successfully controlled the growth in operation and maintenance expenses since 2012, and continue to maintain reliable service to the Company's customers. On an aggregate basis, the Company's requested test year O&M expenses, excluding the impact of Scherer Unit 3 and the requested increase in the annual accrual to the property damage reserve, are \$3.2 million under the Commission's O&M Benchmark.

- 8. Nevertheless, the cost of continuing to provide reliable service to Gulf's customers has increased, and certain support mechanisms contained in the 2013 Settlement Agreement will terminate, making the filing of this request for rate relief necessary. As part of its ongoing commitment to customers and its statutory obligation of service, Gulf has continued to invest in assets necessary to provide reliable service to our customers. The resulting growth in Gulf's rate base since the 2012 test year is significant. Due in part to a decline in energy usage per customer in the residential and commercial sectors, Gulf's base revenue growth has not kept pace with the increased level of investment and expenses. Gulf is requesting rate relief in order to continue to fulfill the public service requirements set forth in the statutes.
- 9. The details of the rate base, O&M expenses, and other factors driving the need for rate relief are more fully reflected in the testimony and exhibits of Gulf's witnesses. As explicitly shown therein, Gulf's current base rates and charges simply

cannot cover the corresponding costs of providing electric service in the test year and beyond.

- 10. Gulf's current depreciation rates and annual dismantlement accruals were approved by Commission Order No. PSC-10-0458-PAA-EI, issued on July 19, 2010 in Docket No. 090319-EI, based on Gulf's 2009 studies. As a result of the 2013 Settlement Agreement, the depreciation rates and amortization accrual amounts in effect at the time of the Settlement should remain in effect until Gulf's base rates are set in this docket.
 - (a.) On July 14, 2016, Gulf Power filed for approval of its 2016

 Depreciation Study, its 2016 Dismantlement Study, proposed depreciation rates and annual dismantlement accrual amounts. Subsequently on September 20, 2016, Gulf filed a corrected 2016 Depreciation Study. These studies are intended to meet the requirements of paragraph seven of the Settlement and Rules 25-6.0436 and 25-6.04364, Florida Administrative Code. The Commission has assigned Docket No. 160170-El to its review of Gulf's Depreciation Study and Dismantlement Study.
 - (b.) By this petition, the Company requests that Docket No. 160170-EI be consolidated with Docket No. 160186-EI for administrative efficiency. The depreciation and dismantlement studies filed in Docket No. 160170-EI provide the details for the corresponding amounts included in the minimum filing requirements (MFRs) for this case. The information in the studies is so

embedded in the rate case MFR calculations that the requests to approve these studies are naturally and rationally included in the rate case. Consolidation would place all of the studies and all of the testimony associated with the studies in the rate case docket resulting in a consolidated, coordinated, and unified final hearing record as was intended by the parties to the 2013 Settlement Agreement.

- 11. As the primary provider of retail electric service to the people of Northwest Florida, Gulf is obligated by statute to provide such service in a reasonable, "sufficient, adequate, and efficient" manner. In order to continue to attract the capital required to provide that service to customers, Gulf must also offer a reasonable and fair return to shareholders. Without the revenue increase requested, Gulf cannot meet its obligations to either its customers or investors in the long run. If Gulf is rendered unable to meet its obligations to its customers and investors due to inadequate rates, both stakeholder groups will suffer. Customers will suffer from less reliable service and eventually higher costs of electricity, while the investors will suffer from an inadequate and confiscatory return on investment and will seek other places to invest their money. For these and other reasons detailed in the testimony and exhibits of Gulf's witnesses filed with this petition, Gulf is respectfully requesting an increase in rates and charges that will produce an increase in total annual revenues of \$106,782,000.
- 12. Attachment A to this petition contains updated tariff sheets including new rate schedules designed to produce the additional revenue sought in paragraph 11 of

this petition and needed to give the Company a realistic opportunity to provide its shareholders with a fair and reasonable rate of return. ² The petitioner respectfully requests that the Commission consent to these tariff sheets and rate schedules to go into operation on July 1, 2017.

- 13. If consent to the operation of all or any portion of the new rate schedules included as Attachment A to this petition has not been given by the Commission or if a final decision on this petition has not been entered by the Commission within eight months from the date of this filing, Gulf understands that such new rates, or any portion thereof not consented to, shall automatically go into effect in accordance with section 366.06(3) of the Florida Statutes. Gulf readily acknowledges that any increased revenues collected through operation of all or a portion of the attached rate schedules pursuant to the consent of the Commission or by operation of the statute would be subject to refund pending completion of the hearings and final decision by the Commission on the relief requested in this petition within 12 months after the official date of filing of this petition. Gulf is willing to post bond or other corporate undertaking, as the Commission may determine to be appropriate, for the protection of the Company's customers.
- 14. Gulf is also filing simultaneously with this petition, and as a part hereof, schedules containing the information required by Rule 25-6.043(1)(a)1, Florida

² The proposed tariff sheets, in legislative format, are included as part of Gulf's MFRs in Section E titled Cost of Service and Rate Design Schedules.

Administrative Code ("MFRs").³ Pursuant to Rule 25-6.043(1)(b), Florida Administrative Code, Gulf has compiled the MFRs by following the policies, procedures and guidelines prescribed by the Commission in relevant rules and/or in the Company's last rate case. Additionally, the verified supporting testimony and exhibits of Gulf's witnesses are being pre-filed contemporaneously with this petition (and incorporated herein, and made a part hereof, by this reference) so that the Commission will have an immediate opportunity for the review of the Company's case.

WHEREFORE, Gulf Power Company respectfully petitions the Florida Public Service Commission to:

- (1) Accept this filing for final agency action;
- (2) Set an early hearing for purposes of granting relief and entering its final order herein, in accordance with controlling statutes and court decisions, so as to adequately protect the financial integrity of the Company by giving it a reasonable opportunity to earn a fair rate of return;
- (3) Find and determine that the Company's present rates are insufficient to yield a fair rate of return and that the continued compulsory application of the Company's present rates and charges will result in the unlawful taking

³ To the extent that the Commission deems it necessary in order that this petition comply with Rule 28-106.201(2) F.A.C., Gulf states that this petition seeks to initiate proceedings that may involve disputed issues of material fact. This case does not involve reversal or modification of an agency decision or an agency's proposed action. Therefore subparagraph (c) and portions of subparagraphs (b), (e), (f) and (g) are not applicable to this petition. It is not known which, if any, of the issues of material fact set forth in the body of this petition, or in the testimony, exhibits and MFR schedules filed herewith, may be disputed by others planning to participate in the proceeding initiated by this petition. All other requirements for petitions filed under Rule 25-106.201, F.A.C. have been substantially met in the body of this petition.

of the Company's property without just compensation, resulting in confiscation of the Company's property in violation of the guarantees of the state and federal constitutions;

- (4) Consolidate Docket No. 160170-El and Docket No. 160186-El consistent with paragraph 10 of this petition;
- (5) Authorize the Company to revise and increase its retail base rates and charges to generate additional gross revenues of \$106,782,000 on an annual basis, so that Gulf will have an opportunity to earn a fair overall rate of return of 6.04 percent including a rate of return of 11.0 percent on common equity capital and thereby maintain the Company's financial integrity and its ability to serve the public adequately and efficiently; and

(6) Grant to the Company such other and further relief as the Commission may find to be reasonable and proper pursuant to the authority granted to the Commission under Chapter 366 of the Florida Statutes.

Respectfully submitted this 12th day of October, 2016.

JEFFREY A. STONE

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Attachment A



Twenty-Ninth Revised Sheet No. ii Canceling Twenty-Eighth Revised Sheet No. ii

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| <u>Section</u> | <u>Description</u> | |
| Section I | Description of Territory Served | |
| Section II | Miscellaneous | |
| Section III | Technical Terms and Abbreviations | |
| Section IV | Rules and Regulations | |
| Section V | List of Communities Served | |
| Section VI | Rate Schedules | |
| | RS - Residential Service - Non-Demand GSD - General Service - Demand LP - Large Power Service PX - Large High Load Factor Power Service OS - Outdoor Service BB - Budget Billing (Optional Rider) CR - Cost Recovery Clause - Fossil Fuel & PCC - Purchased Power Capacity Cost RecECR - Environmental Cost Recovery Clause - Billing Adjustments and Payment of BECC - Cost Recovery Clause - Energy Consert - Billing Adjustments and Payment of BECC - Cost Recovery Clause - Energy Consert - Residential/Commercial FlatBill GSTOU - General Service - Demand - Time-of-LPT - Large Power Service - Time-of-Use Consert (Optional) SBS - Standby and Supplementary Service ISS - Interruptible Standby Service RSVP - Residential Service Variable Pricing SP - Surge Protection RTP - Real Time Pricing CIS - Commercial/Industrial Service Rider (Optional) BERS - Building Energy Rating System (BERMBFC - Military Base Facilities Charge (Optional) BIR - Medium Business Incentive Rider (Optional) SBIR - Small Business Incentive Rider (Optional) SBIR - Small Business Incentive Rider (Optional) RSTOU - Residential Service - Time-of-Use CS - Community Solar (Optional Rider) XLBIR - Extra-Large Business Incentive Rider (RSD - Residential Service - Demand (Optional RSDT - Residential Service - Demand (Optional RSDT - Residential Service - Demand Time-of-CAP - Customer Assistance Program (Optional CAP - Customer Assistance Program (Optional C | A Purchased Power overy Clause Bills Bervation Vation (Optional) Use Conservation (Optional) Conservation (Optional) Cor - Time-of-Use Conservation Coptional) S) Inal Rider) Inal Rider (Optional Rider) Inal Rider (Optional Rider) Inal (Optional Rider) |

Section No. III Second Revised Sheet No. 3.2

GULF POWER COMPANY

Canceling First Revised Sheet No. 3.2

CHECK METER

Is a meter or metering installation installed by the Company, in addition to the meters required for purposes of determining the bill, for the purpose of determining the characteristics of load, of a Customer, or to verify the accuracy of the meters used for billing purposes.

CLASSES OF SERVICE

A classification based on the type of Customer, the service characteristic of the Customer served, the type of equipment connected, or the ultimate use of energy.

COGENERATION FACILITY

Equipment used to produce electric energy and forms of useful thermal energy (such as heat or steam), used for industrial, commercial, heating, or cooling purposes, through the sequential use of energy.

COMPANY

The Gulf Power Company or a subsidiary company through which the Gulf Power Company may furnish service.

CONNECTED LOAD

The sum of the capacities or continuous ratings of the electrical energy consuming devices connected to a supplying system; usually broken down into components such as lighting, motors, heating, etc.

CONTRACT LOAD OR CAPACITY

The load or capacity that the supplier of energy guarantees to deliver to the Customer or that the Customer agrees to take or pay for under specified conditions.

CUSTOMER

A Customer is an individual, firm or organization who purchases service or is interconnected at one location under one rate classification, contract or schedule.

CUSTOMER'S INSTALLATION

Includes electrical circuits and control apparatus owned by the Customer, as opposed to the facilities supplied by the Company, together with all connected devices designed to consume or generate electrical energy.

DECAWATT (daW)

Is a unit of measurement of the real power supplied in an alternating current circuit. It is the product of the voltage times the amperes that are in step with the alternating voltage divided by 10.

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE:

Docket No. 160186-EI Petition - Attachment A Page 3 of 63

Section No. III Second Revised Sheet No. 3.3

GULF POWER COMPANY

Canceling First Revised Sheet No. 3.3

DELIVERY POINT

Geographical and physical location at which the Company delivers service to the Customer, and the Customer assumes the responsibility for further delivery and use of the energy.

DEMAND

The average rate, usually in kilowatthours per hour, at which energy is delivered during a specified continuous interval of time, such as 15, 30 or 60 minutes. It may be expressed in kilowatts, kilovolt-amperes, horsepower or other suitable units.

INTEGRATED 15-MINUTE DEMAND

The kilowatthours per hour of electric energy or load flow averaged over a period of 15 minutes.

INTEGRATED 60-MINUTE DEMAND

The kilowatthours per hour of electric energy or load flow averaged over a period of 60 minutes.

INTERCONNECTION COSTS

The reasonable costs of connection, switching, metering, transmission, distribution, safety provisions and administrative costs incurred by the Company directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a qualifying facility, to the extent such costs are in excess of the corresponding costs which the Company would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy from other sources. Interconnection costs do not include any costs included in the calculation of avoided costs.

KILOVAR (KVAR)

Is that portion of the apparent power which is not available to do work. Reactive power is required to furnish charging current to magnetic or electrostatic equipment connected to a system. It is the product of the volts times that portion of the amperes completely out of step with the alternating voltage divided by 1,000.

KILOVOLT-AMPERE (KVA)

Is a term used only in connection with alternating current power. It is the product of the volts times the amperes divided by 1,000 where the amperes represent the vectorial sum of the ampere current that is in step with the alternating voltage (representing the current to do useful work) and the ampere current flowing in the circuit that is out of phase with fluctuating voltage. The latter is consumed by a circuit to charge capacitors or inductive load. Kilovolt-amperes are a measure of the apparent power consumed in an alternating current circuit.

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE:



Section No. IV Third Revised Sheet No. 4.9 Canceling Second Revised Sheet No. 4.9

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1.11 INCREASE OF SERVICE - (Continued)

shall give reasonable advance notice to the Company of any changes which affect the connected load under contract to the end that the Company will have ample time to provide adequate service facilities.

- 1.12 RIGHT-OF-WAY The Customer, upon making application for service, thereby grants the Company, free of cost, right-of-way over and under property owned, leased, or controlled by the Customer, for the installation of poles, ducts, cables, wires, transformers, vaults, fixtures, and appurtenances necessary for service to the Customer; and the Customer shall provide, without cost to the Company, suitable location and housing for all apparatus installed and owned by the Company on Customer's premises; and all necessary permission for ingress and egress to and from the Customer's premises shall be provided by the Customer to enable the properly identified employees of the Company to read meters, install, repair, maintain, and remove the Company's property and inspect and test electrical equipment within or upon the premises at all reasonable times and to perform all other necessary duties in connection with the service to the Customer and the Company's property.
- 1.13 <u>CUSTOMER WIRING</u> The wiring and electrical equipment in or upon the premises of the Customer to the Delivery Point shall be in conformity with the rules and regulations of constituted authorities pertaining thereto, and the rules set forth in the Company's "Electric Service and Meter Installations" as issued from time to time, but the Company does not assume responsibility therefore and shall not be liable for any defects or damages due to defective customer wiring.



Section No. IV Fifth Revised Sheet No. 4.10 Canceling Fourth Revised Sheet No. 4.10

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- 1.14 <u>ENERGY AUDITS</u> The Company will offer energy audits to customers in accordance with Commission Rule 25-17.003, Florida Administrative Code.
- 1.15 <u>PAYMENT FOR SERVICE</u> Employees of the Company are forbidden to demand or accept any personal compensation from Customers of the Company, and payment for any services rendered should only be made upon presentation of formal statement by the Company.
- 1.16 <u>RESPONSIBILITY FOR PROPERTY OF THE COMPANY</u> All property of the Company that is placed in or upon the Customer's premises, and used in supplying service to him, is placed there under his protection; Customer shall be liable for any loss of or damage to such property, normal wear and tear excepted, and shall pay the Company the amount of any such loss or damage.
- 1.17 <u>DAMAGES TO PROPERTY</u> Neither the Customer nor the Company shall be responsible for damage to the machinery, apparatus, appliances or other property of the other caused by lightning or by defects in or failure of the machinery, apparatus, or appliances of the one suffering such damages from such causes; and the Company shall not be in any way responsible for the transmission or control of electrical energy beyond the Delivery Point, and shall not be liable for damages on account of injuries to person or property resulting in any manner from the receiving, use, or



Section No. IV Fourth Revised Sheet No. 4.11 Canceling Third Revised Sheet No. 4.11

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1.17 <u>DAMAGES TO PROPERTY</u> - (continued)

application by the Customer of such electrical energy. The Customer must keep his, her, or its machinery, lines, apparatus and appliances in a safe condition and shall indemnify and save harmless the Company from the payment of any sums or sum of money to any person whomsoever, including attorney's fees and court costs, which it may be called upon to pay on account of damage to property or fatal or personal injuries to individuals resulting from or which may be in anyway caused by the operation and maintenance of the machinery, lines, apparatus and appliances belonging to the Customer.

Reverse phase relays, phase failure relays and low voltage or voltage unbalance releases, preferably of the adjustable time-delay type, with circuit breakers or equivalent devices shall be provided by the Customer to disconnect automatically all motor installations which cannot be safely reversed or which would be damaged by a phase or voltage failure.

1.18 <u>STANDARD NOMINAL VOLTAGE</u> - The Company will adopt a standard nominal voltage, or standard nominal voltages, as may be required by its distribution system, or for each of the several districts into which the system may be divided, and the voltages maintained at the Company's main service terminals as installed for each Customer or group of customers shall be maintained reasonably constant. Information as to the standard nominal voltage supplied to any district or area will be furnished by the Company upon request.

If an industrial Customer uses lighting incidental to his power service and the voltage regulation is unsatisfactory for lighting purposes, then the Customer shall install any required regulative apparatus at his own expense.

1.19 NOTICES - Any notice required or authorized to be given under these "Rules and Regulations" or under the provisions of any contracts between the Company and Customer, shall be in writing addressed to the Customer at the premises at which the service is rendered, or at such other address as may have been furnished by the Customer for receiving his bills from the Company, or at Customer's last known address, and mailed in the ordinary course of the Company's business; or by the Customer to the Company, by mail, addressed to the Company; or by either party by serving same personally upon the other. The date of serving or mailing any such notice shall be the date upon which the number of days specified for notice shall begin to run. Notice may be provided to customers via electronic mail if the customer consents to receiving notice in such format.

Notice to the Company by the Customer should not be given to employees of the Company when away from the office, or in the office after or before business hours, as such will not be accepted as binding and formal notification to the Company.

1.20 <u>PROMISES</u> - No promise, agreement, or representation of any employee or officer of the Company shall bind the Company unless the same be in writing and approved by the signature of an officer of the Company, and no employee or officer of the Company is authorized to waive this condition.



Section No. VI Thirty-Second Revised Sheet No. 6.2 Canceling Thirty-First Revised Sheet No. 6.2

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| <u>Designation</u> | <u>URSC</u> | Classification | Sheet No. |
|--------------------|-------------|--|-----------|
| RSVP | RS1 | Residential Service Variable Pricing (Optional) | 6.75 |
| SP | | Surge Protection | 6.79 |
| RTP | | Real Time Pricing | 6.80 |
| CIS | | Commercial/Industrial Service (Optional Rider) | 6.84 |
| BERS | | Building Energy Rating System (BERS) | 6.87 |
| MBFC | | Military Base Facilities Charge (Optional Rider) | 6.91 |
| LBIR | | Large Business Incentive Rider (Optional Rider) | 6.92 |
| MBIR | | Medium Business Incentive Rider (Optional Rider) | 6.94 |
| SBIR | | Small Business Incentive Rider (Optional Rider) | 6.96 |
| RSTOU | | Residential Service – Time-of-Use | 6.98 |
| CS | | Community Solar (Optional Rider) | 6.101 |
| XLBIR | | Extra-Large Business Incentive Rider (Optional Rider) | 6.103 |
| RSD | | Residential Service – Demand (Optional) | 6.105 |
| RSDT | | Residential Service – Demand Time-of-Use Conservation (Optional) | า 6.108 |
| CAP | | Customer Assistance Program (Optional Rider) | 6.111 |



Section No. VI Thirty-Second Revised Sheet No. 6.3 Canceling Thirty-First Revised Sheet No. 6.3

RATE SCHEDULE RS RESIDENTIAL SERVICE

URSC: RS

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 1 of 2 | |

AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

Applicable for service used for domestic purposes at an individually metered dwelling unit suitable for year-round family occupancy containing full kitchen facilities and to commonly-owned facilities in condominium and cooperative apartment buildings. Garages, pools, pumps, boat dock, etc., on the same premise as the dwelling unit are included if all such service is for personal use. Service provided hereunder shall not be shared with or resold to others.

CHARACTER OF SERVICE:

Available for single phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts.

RATES:

Base Charge: \$1.58 per day

Energy Charge: 3.298¢ per kWh

MINIMUM BILL:

In consideration of the readiness of the Company to furnish such service, a minimum charge will be made of not less than the Base Charge.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.



Section No. VI Twenty-Sixth Revised Sheet No. 6.5 Canceling Twenty-Fifth Revised Sheet No. 6.5

RATE SCHEDULE GS GENERAL SERVICE – NON-DEMAND

URSC: GS

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 1 of 2 | |

AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

Applicable for general lighting and power service covering the entire electrical requirements of any Customer with a demand of less than 25 kW except for service to which another Rate Schedule is applicable. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage and from a single delivery point.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available distribution lines of the Company for the locality in which service is to be rendered. Three phase service may be furnished at the request of the Customer subject to the Rules and Regulations of the Company which govern the extension of three phase service.

MONTHLY RATES:

Base Charge: \$31.78

Energy-Demand Charge: 5.319¢ per kWh

MINIMUM MONTHLY BILLS:

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the Base Charge.



Section No. VI Twenty-Fifth Revised Sheet No. 6.7 Canceling Twenty-Fourth Revised Sheet No. 6.7

A SOUTHERN COMPANY

RATE SCHEDULE GSD GENERAL SERVICE - DEMAND

URSC: GSD

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 1 of 3 | |

AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

Applicable for commercial, industrial, or institutional general service on an annual basis covering the entire electrical requirements of any Customer whose highest actual measured demand is not more than four hundred ninety-nine (499) kilowatts. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered. Three phase service may be furnished at the request of the Customer subject to the Rules and Regulations of the Company which govern the extension of the three phase service.

MONTHLY RATES:

Base Charge: \$50.00

Demand Charge: \$7.92 per kW of billing demand

Energy Charge: 2.036¢ per kWh

MINIMUM MONTHLY BILLS:

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the Base Charge plus the Demand Charge.



Section No. VI Twenty-Third Revised Sheet No. 6.8 Canceling Twenty-Second Sheet No. 6.8

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 2 of 3 | |

(Continued from Rate Schedule GSD, Sheet No. 6.7)

DETERMINATION OF BILLING DEMAND:

The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated fifteen (15) minute demand to the nearest kilowatt (kW) during each service month.

REACTIVE DEMAND CHARGE:

When the capacity required to be maintained is one-hundred (100) kilowatts or more, at the option of the Company, the monthly bill calculated at the above rates may be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.

TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the Monthly Rate will be subject to a discount of thirty-six (36) cents per kW of the Customer's billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) fo the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

TERM OF CONTRACT:

Service under this Schedule shall be for a period of not less than one year and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for Service.



Section No. VI Twenty-Eighth Revised Sheet No. 6.10 Canceling Twenty-Seventh Revised Sheet No. 6.10

A SOUTHERN COMPANY

RATE SCHEDULE LP LARGE POWER SERVICE

URSC: GSLD

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 1 of 3 | |

AVAILABILITY:

Available throughout the entire territory served by the transmission system of the Company.

APPLICABILITY:

Applicable for three phase general service on an annual basis covering the entire electrical requirements of any Customer. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered.

MONTHLY RATES:

Base Charge: \$262.80

Demand Charge: \$13.94 per kW of billing demand

Energy Charge: 1.055¢ per kWh

MINIMUM MONTHLY BILLS:

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the Base Charge plus the Demand Charge.



Section No. VI Twenty-Seventh Revised Sheet No. 6.11 Canceling Twenty-Sixth Revised Sheet No. 6.11

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 2 of 3 | |

(Continued from Rate Schedule LP, Sheet No. 6.10)

DETERMINATION OF BILLING DEMAND:

The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated fifteen (15) minute demand to the nearest kilowatt (kW) during each service month.

REACTIVE DEMAND CHARGE:

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.

TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the Monthly Rate will be subject to a discount of forty-eight (48) cents per month per kilowatt (kW) of the Customer's billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates and maintains the complete step-down transformer substation necessary to receive and use such service the Monthly Rate will be subject to a discount of seventy-two (72) cents per month per kilowatt (kW) of the Customer's billing demand as determined above, and an additional discount of two percent (2%) of the Energy Charge and two percent (2%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.



Section No. VI Twenty-Fourth Revised Sheet No. 6.13 Canceling Twenty-Third Revised Sheet No. 6.13

RATE SCHEDULE PX LARGE HIGH LOAD FACTOR POWER SERVICE

URSC: GSLD1

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 1 of 3 | |

AVAILABILITY:

Available throughout the entire territory served by the transmission system of the Company.

APPLICABILITY:

Applicable for three phase lighting and power service to any Customer whose actual measured demand is not less than 7,500 kilowatts (kW), with an annual load factor of not less than seventy-five percent (75%). Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage and from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the standard secondary voltage of the Company's transformers supplied from the transmission lines of the Company.

MONTHLY RATES:

Base Charge: \$925.24

Demand Charge: \$13.50 per kW of billing demand

Energy Charge: 0.496¢ per kWh

MINIMUM MONTHLY BILL:

In the event the Customer's annual load factor for the current and preceding eleven months is less than 75% and in consideration of the readiness of the Company to furnish such service, the minimum monthly bill shall not be less than the Base Charge plus \$16.22 per kW of billing demand.



Section No. VI Twenty-Four Revised Sheet No. 6.16 Canceling Twenty-Third Revised Sheet No. 6.16

A SOUTHERN COMPANY

RATE SCHEDULE OS OUTDOOR SERVICE

URSC: SL, OL, OL1, OL2

| PAGE | EFFECTIVE DATE |
|---------|----------------|
| 1 of 10 | |

AVAILABILITY:

Available throughout the entire territory served by the Company.

OS-I/II STREET, ROADWAY, AND GENERAL AREA LIGHTING

APPLICABILITY:

Applicable for street, roadway, and general area lighting service under the provisions of the Company's standard contract for such service. Service hereunder includes power supply and may include lamp renewals and regular maintenance.

LIMITATION OF SERVICE:

Company-owned fixtures will be mounted on Company-owned poles of the Company's distribution system. Customer-owned fixtures will be mounted on Customer-owned poles, of a standard type and design, permitting service and maintenance at no abnormal cost to the Company.

MONTHLY RATES: High Pressure Sodium Vapor

| Initial | | | | | | | | |
|---------|----------------------|---------|----------------|------------------|---------------|---------------|---------------|---------------|
| Lamp | | | | | | | | |
| Rating | | Lamp | Line | Est. | Fixture | Maint. | Energy | Total |
| (Lumen) | Desc. | Wattage | <u>Wattage</u> | <u>kWh</u> ** | <u>Charge</u> | <u>Charge</u> | Charge *** | <u>Charge</u> |
| 5400* | Open Bottom | 70 | 84 | 29 | \$3.51 | \$1.90 | \$0.81 | \$6.22 |
| 8800* | Open Bottom | 100 | 120 | 41 | \$3.01 | \$1.71 | \$1.15 | \$5.87 |
| 8800* | Open Bottom w/Shield | 100 | 120 | 41 | \$4.12 | \$2.02 | \$1.15 | \$7.29 |
| 8800 | Acorn | 100 | 120 | 41 | \$15.01 | \$5.06 | \$1.15 | \$21.22 |
| 8800 | Colonial | 100 | 120 | 41 | \$4.04 | \$1.99 | \$1.15 | \$7.18 |
| 8800 | English Coach | 100 | 120 | 41 | \$16.38 | \$5.43 | \$1.15 | \$22.96 |
| 8800 | Destin Single | 100 | 120 | 41 | \$28.19 | \$8.75 | \$1.15 | \$38.09 |
| 17600 | Destin Double | 200 | 240 | 82 | \$56.20 | \$16.86 | \$2.29 | \$75.35 |
| 5400* | Cobrahead | 70 | 84 | 29 | \$4.94 | \$2.28 | \$0.81 | \$8.03 |
| 8800* | Cobrahead | 100 | 120 | 41 | \$4.12 | \$2.02 | \$1.15 | \$7.29 |
| 20000* | Cobrahead | 200 | 233 | 80 | \$5.69 | \$2.48 | \$2.24 | \$10.41 |
| 25000* | Cobrahead | 250 | 292 | 100 | \$5.53 | \$2.44 | \$2.80 | \$10.77 |
| 46000* | Cobrahead | 400 | 477 | 164 | \$5.82 | \$2.51 | \$4.59 | \$12.92 |
| 8800* | Cutoff Cobrahead | 100 | 120 | 41 | \$4.56 | \$2.13 | \$1.15 | \$7.84 |
| 25000* | Cutoff Cobrahead | 250 | 292 | 100 | \$5.61 | \$2.47 | \$2.80 | \$10.88 |
| 46000* | Cutoff Cobrahead | 400 | 477 | 164 | \$5.84 | \$2.51 | \$4.59 | \$12.94 |
| 25000* | Bracket Mount CIS | 250 | 292 | 100 | \$12.82 | \$4.48 | \$2.80 | \$20.10 |
| 25000* | Tenon Top CIS | 250 | 292 | 100 | \$12.84 | \$4.48 | \$2.80 | \$20.12 |
| | | | | | | | | |



Section No. VI Thirty-Seventh Revised Sheet No. 6.16.1 Canceling Thirty-Sixth Revised Sheet No. 6.16.1

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| 2 of 10 | |

(Continued from Rate Schedule OS, Sheet No. 6.16)

High Pressure Sodium Vapor (continued)

| | <u>ingn Fressure Souldin Vapor (continueu)</u> | | | | | | | | |
|--------------------------------|--|------------------------|------------------------|--------------------------|--------------------------|-------------------------|-------------------------|------------------------|--|
| Initial La Rating (Lumer | | Lamp <u>Wattage</u> | Line <u>Wattage</u> | Est. <u>kWh</u> ** | Fixture <u>Charge</u> | Maint. Charge *** | Energy <u>Charge</u> | Total <u>Charge</u> | |
| 4600 | 00* Bracket Mount CIS | 400 | 468 | 161 | \$13.65 | \$4.69 | \$4.50 | \$22.84 | |
| 2000 | 00* Small ORL | 200 | 233 | 80 | \$13.14 | \$4.55 | \$2.24 | \$19.93 | |
| 2500 | 00* Small ORL | 250 | 292 | 100 | \$12.64 | \$4.41 | \$2.80 | \$19.85 | |
| 4600 | 00* Small ORL | 400 | 477 | 164 | \$13.22 | \$4.59 | \$4.59 | \$22.40 | |
| 2000 | 00* Large ORL | 200 | 233 | 80 | \$21.40 | \$6.85 | \$2.24 | \$30.49 | |
| 4600 | 00* Large ORL | 400 | 477 | 164 | \$24.10 | \$7.61 | \$4.59 | \$36.30 | |
| 4600 | 00* Shoebox | 400 | 477 | 164 | \$11.05 | \$3.97 | \$4.59 | \$19.61 | |
| 1600 | 00* Directional | 150 | 197 | 68 | \$6.21 | \$2.58 | \$1.90 | \$10.69 | |
| 2000 | 00* Directional | 200 | 233 | 80 | \$8.97 | \$3.41 | \$2.24 | \$14.62 | |
| 4600 | 00* Directional | 400 | 477 | 164 | \$6.66 | \$2.76 | \$4.59 | \$14.01 | |
| 12500 | 00* Large Flood | 1000 | 1105 | 379 | \$10.58 | \$4.05 | \$10.60 | \$25.23 | |
| | | | | | | | | | |

Metal Halide

| | Lamp | Line | Est. | Fixture | Maint. | Energy | Total |
|-------------------|--|---|--|--|--|---|--|
| Desc. | Wattage | <u>Wattage</u> | <u>kWh</u> | <u>Charge</u> | <u>Charge</u> | Charge | <u>Charge</u> |
| Acorn | 175 | 210 | 72 | \$15.15 | \$6.37 | \$2.01 | \$23.53 |
| Colonial | 175 | 210 | 72 | \$4.19 | \$3.34 | \$2.01 | \$9.54 |
| English Coach | 175 | 210 | 72 | \$16.53 | \$6.77 | \$2.02 | \$25.32 |
| Destin Single | 175 | 210 | 72 | \$28.33 | \$10.06 | \$2.01 | \$40.40 |
| Destin Double | 350 | 420 | 144 | \$56.49 | \$18.82 | \$4.03 | \$79.34 |
| Small Flood | 400 | 476 | 163 | \$6.81 | \$2.94 | \$4.56 | \$14.31 |
| Small Parking Lot | 400 | 476 | 163 | \$12.58 | \$4.56 | \$4.56 | \$21.70 |
| Large Flood | 1000 | 1100 | 378 | \$9.77 | \$5.84 | \$10.57 | \$26.18 |
| Large Parking Lot | 1000 | 1100 | 378 | \$21.71 | \$8.10 | \$10.57 | \$40.38 |
| | Acorn Colonial English Coach Destin Single Destin Double Small Flood Small Parking Lot Large Flood | Desc. Wattage Acorn 175 Colonial 175 English Coach 175 Destin Single 175 Destin Double 350 Small Flood 400 Small Parking Lot 400 Large Flood 1000 | Desc. Wattage Wattage Acorn 175 210 Colonial 175 210 English Coach 175 210 Destin Single 175 210 Destin Double 350 420 Small Flood 400 476 Small Parking Lot 400 476 Large Flood 1000 1100 | Desc. Wattage Wattage kWh Acorn 175 210 72 Colonial 175 210 72 English Coach 175 210 72 Destin Single 175 210 72 Destin Double 350 420 144 Small Flood 400 476 163 Small Parking Lot 400 476 163 Large Flood 1000 1100 378 | Desc. Wattage Wattage kWh Charge Acorn 175 210 72 \$15.15 Colonial 175 210 72 \$4.19 English Coach 175 210 72 \$16.53 Destin Single 175 210 72 \$28.33 Destin Double 350 420 144 \$56.49 Small Flood 400 476 163 \$6.81 Small Parking Lot 400 476 163 \$12.58 Large Flood 1000 1100 378 \$9.77 | Desc. Wattage Wattage kWh Charge Charge Acorn 175 210 72 \$15.15 \$6.37 Colonial 175 210 72 \$4.19 \$3.34 English Coach 175 210 72 \$16.53 \$6.77 Destin Single 175 210 72 \$28.33 \$10.06 Destin Double 350 420 144 \$56.49 \$18.82 Small Flood 400 476 163 \$6.81 \$2.94 Small Parking Lot 400 476 163 \$12.58 \$4.56 Large Flood 1000 1100 378 \$9.77 \$5.84 | Desc. Wattage Acorn Wattage Incomposition Wattage Acorn kWh Incomposition Charge Charge Incomposition Charge Charge Incomposition Charge Charge Incomposition Charge Incompositio |

Metal Halide Pulse Start

| Initial Lamp | | | | | | | | |
|--------------|---------------|----------------|----------------|------------|---------------|---------------|---------------|---------------|
| Rating | | Lamp | Line | Est. | Fixture | Maint. | Energy | Total |
| (Lumen) | Desc. | <u>Wattage</u> | <u>Wattage</u> | <u>kWh</u> | <u>Charge</u> | <u>Charge</u> | <u>Charge</u> | <u>Charge</u> |
| 13000* | Acorn | 150 | 190 | 65 | \$17.19 | \$6.20 | \$1.82 | \$25.21 |
| 13000* | Colonial | 150 | 190 | 65 | \$5.36 | \$2.91 | \$1.82 | \$10.09 |
| 13000* | English Coach | 150 | 190 | 65 | \$17.59 | \$6.31 | \$1.82 | \$25.72 |
| 13000* | Destin Single | 150 | 190 | 65 | \$37.29 | \$11.82 | \$1.82 | \$50.93 |
| 26000* | Destin Double | 300 | 380 | 130 | \$74.42 | \$22.72 | \$3.64 | \$100.78 |
| 33000* | Small Flood | 350 | 400 | 137 | \$7.63 | \$3.75 | \$3.83 | \$15.21 |
| 33000* | Shoebox | 350 | 400 | 137 | \$9.12 | \$4.18 | \$3.83 | \$17.13 |
| 68000* | Flood | 750 | 840 | 288 | \$7.87 | \$6.31 | \$8.06 | \$22.24 |



Section No. VI Twenty-Seventh Revised Sheet No. 6.17 Canceling Twenty-Sixth Revised Sheet No. 6.17

| PAGE | EFFECTIVE DATE |
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(Continued from Rate Schedule OS, Sheet No. 6.16.1)

| LED |
|-----|
|-----|

| NI 1 1 | | | LED | | | | | |
|--------------|----------------|---------|----------------|------------------|---------------|---------------|---------------|---------------|
| Nominal | | | 1.1 | - | - : | N. 4 - 1 - 4 | | T. (.) |
| Delivered | B | Lamp | Line | Est. | Fixture | Maint. | Energy | Total |
| <u>Lumen</u> | <u>Desc.</u> | Wattage | <u>Wattage</u> | <u>kWh</u> ** | <u>Charge</u> | <u>Charge</u> | Charge *** | <u>Charge</u> |
| 3776* | Acorn | 75 | 75 | 26 | \$20.18 | \$10.43 | \$0.73 | \$31.34 |
| 4440* | Street Light | 72 | 72 | 25 | \$15.66 | \$5.36 | \$0.70 | \$21.72 |
| 2820* | Acorn A5 | 56 | 56 | 19 | \$29.03 | \$8.98 | \$0.53 | \$38.54 |
| 5100* | Cobrahead S2 | 73 | 73 | 25 | \$6.87 | \$4.48 | \$0.70 | \$12.05 |
| 10200* | Cobrahead S3 | 135 | 135 | 46 | \$8.46 | \$5.17 | \$1.29 | \$14.92 |
| 6320* | ATB071 S2/S3 | 71 | 71 | 24 | \$8.56 | \$5.82 | \$0.67 | \$15.05 |
| 9200* | ATB1 105 S3 | 105 | 105 | 36 | \$12.51 | \$7.03 | \$1.01 | \$20.55 |
| 23240* | ATB2 280 S4 | 280 | 280 | 96 | \$14.16 | \$8.17 | \$2.69 | \$25.02 |
| 7200* | E132 A3 | 132 | 132 | 45 | \$31.33 | \$9.16 | \$1.26 | \$41.75 |
| 9600* | E157 SAW | 157 | 157 | 54 | \$21.20 | \$6.33 | \$1.51 | \$29.04 |
| 7377* | WP9 A2/S2 | 140 | 140 | 48 | \$47.64 | \$15.78 | \$1.34 | \$64.76 |
| 15228* | Destin Double | 210 | 210 | 72 | \$72.89 | \$34.87 | \$2.01 | \$109.77 |
| 9336* | ATB0 108 | 108 | 108 | 37 | \$7.92 | \$5.14 | \$1.03 | \$14.09 |
| 3640* | Colonial | 45 | 45 | 15 | \$8.52 | \$5.47 | \$0.42 | \$14.41 |
| 5032* | LG Colonial | 72 | 72 | 25 | \$10.72 | \$6.43 | \$0.70 | \$17.85 |
| 4204 | Security Lt | 43 | 43 | 15 | \$5.19 | \$3.10 | \$0.42 | \$8.71 |
| 5510 | Roadway 1 | 62 | 62 | 21 | \$6.24 | \$3.96 | \$0.59 | \$10.79 |
| 32327 | Galleon 6sq | 315 | 315 | 108 | \$22.52 | \$11.91 | \$3.02 | \$37.45 |
| 38230 | Galleon 7sq | 370 | 370 | 127 | \$24.96 | \$13.27 | \$3.56 | \$41.79 |
| 53499 | Galleon 10sq | 528 | 528 | 181 | \$34.53 | \$17.76 | \$5.06 | \$57.35 |
| 36000* | Flood 421 W | 421 | 421 | 145 | \$19.50 | \$10.77 | \$4.06 | \$34.33 |
| 5355 | Wildlife Cert | 106 | 106 | 36 | \$19.14 | \$10.16 | \$1.01 | \$30.31 |
| 8300 | Evolve Area | 72 | 72 | 25 | \$14.37 | \$7.73 | \$0.70 | \$22.80 |
| 8022 | ATB0 70 | 72 | 72 | 25 | \$8.40 | \$5.04 | \$0.70 | \$14.14 |
| 11619 | ATB0 100 | 104 | 104 | 36 | \$9.01 | \$5.32 | \$1.01 | \$15.34 |
| 30979 | ATB2 270 | 274 | 274 | 94 | \$16.28 | \$8.84 | \$2.63 | \$27.75 |
| 9514 | Roadway 2 | 95 | 95 | 33 | \$6.82 | \$4.22 | \$0.93 | \$11.97 |
| 15311 | Roadway 3 | 149 | 149 | 51 | \$9.41 | \$5.40 | \$1.43 | \$16.24 |
| 28557 | Roadway 4 | 285 | 285 | 98 | \$12.86 | \$7.16 | \$2.75 | \$22.77 |
| 5963 | Colonial Large | 72 | 72 | 25 | \$10.01 | \$5.64 | \$0.70 | \$16.35 |
| 4339 | Colonial Small | 45 | 45 | 15 | \$9.57 | \$5.43 | \$0.42 | \$15.42 |
| 8704 | Acorn A | 81 | 81 | 28 | \$21.12 | \$10.53 | \$0.79 | \$32.44 |
| 7026 | Destin I | 99 | 99 | 34 | \$35.51 | \$16.86 | \$0.95 | \$53.32 |
| 37400 | Flood Large | 297 | 297 | 102 | \$18.72 | \$9.33 | \$2.85 | \$30.90 |
| 28700 | Flood Medium | 218 | 218 | 75 | \$15.98 | \$8.12 | \$2.10 | \$26.20 |
| 18600 | Flood Small | 150 | 150 | 52 | \$13.78 | \$7.01 | \$1.46 | \$22.25 |
| | | | | | | | | |



Section No. VI Twenty-Ninth Revised Sheet No. 6.18 Canceling Twenty-Eighth Revised Sheet No. 6.18

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|---------|----------------|
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(Continued from Rate Schedule OS, Sheet No. 6.17)

Mercury Vapor (Not Available for New Installations)

| Initial | | - | | | | - | | |
|---------|-------------|----------------|----------------|------------|---------------|---------------|---------------|---------------|
| Lamp | | | | | | | | |
| Rating | | Lamp | Line | Est. | Fixture | Maint. | Energy | Total |
| (Lumen) | Desc. | <u>Wattage</u> | <u>Wattage</u> | <u>kWh</u> | <u>Charge</u> | <u>Charge</u> | <u>Charge</u> | <u>Charge</u> |
| 7000* | Open Bottom | 175 | 195 | 67 | \$2.44 | \$1.51 | \$1.87 | \$5.82 |
| 3200* | Cobrahead | 100 | 114 | 39 | \$4.53 | \$2.12 | \$1.09 | \$7.74 |
| 7000* | Cobrahead | 175 | 195 | 67 | \$4.11 | \$1.98 | \$1.87 | \$7.96 |
| 9400* | Cobrahead | 250 | 277 | 95 | \$5.40 | \$2.41 | \$2.66 | \$10.47 |
| 17000* | Cobrahead | 400 | 442 | 152 | \$5.90 | \$2.51 | \$4.25 | \$12.66 |
| 48000* | Cobrahead | 1000 | 1084 | 372 | \$11.83 | \$4.36 | \$10.40 | \$26.59 |
| 17000* | Directional | 400 | 474 | 163 | \$8.87 | \$3.36 | \$4.56 | \$16.79 |

- * Not Available for New Installation.
- ** Estimated Monthly kWh = (Line Wattage x Annual Operating Hours)/(1000 x 12)
- *** Energy Charge = 2.797¢/kWh x Estimated Monthly kWh Usage

ADDITIONAL FACILITIES CHARGES:

The above rates apply to lighting installations made on the Company's existing overhead distribution system. Any special or additional facilities, which may be installed at the Company's option, will be billed in addition to the above rates.

- Charge for 13 ft. decorative concrete pole used only for decorative lights (Colonial, Acorn, or English Coach) \$20.38.
- Charge for 13 ft. decorative high gloss concrete pole used only for decorative lights (Colonial, Acorn, or English Coach) \$18.47.
- Charge for 16 ft. decorative base aluminum pole with 6" Tenon used only for decorative lights (Destin Single or Double) \$14.64.
- Charge for 17 ft. decorative base aluminum pole used only for decorative lights (Colonial, Acorn, or English Coach) \$21.38.
- Charge for 18 ft. (14 ft. mounting height) aluminum decorative York pole \$19.43.
- Charge for 20 ft. (16 ft. mounting height) aluminum decorative Grand pole \$15.89.
- Charge for 20 ft. fiberglass pole used only for decorative lights (Colonial) \$7.57.*
- Charge for 20 ft. (16 ft. mounting height) aluminum, round, tapered pole (Spun Tenon) \$6.66.
- Charge for 20 ft. (16 ft. mounting height) aluminum, round, tapered pole (Welded Tenon) \$22.68.
- Charge for 25 ft. (20 ft. mounting height) aluminum, round, tapered pole \$23.70.
- Charge for 30 ft. wood pole \$4.90.*
- Charge for 30 ft. concrete pole \$10.27.
- Charge for 30 ft. fiberglass pole with concrete, anchor-based pedestal used primarily for the 100,000 Lumen Large Parking Lot fixture \$48.59.*
- Charge for 30 ft. (25 ft. mounting height) aluminum, round, tapered pole \$26.28.



Section No. VI Twenty-Fifth Revised Sheet No. 6.19 Canceling Twenty-Fourth Revised Sheet No. 6.19

| PAGE | EFFECTIVE DATE |
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| 5 of 10 | |

(Continued from Rate Schedule OS, Sheet No. 6.18)

ADDITIONAL FACILITIES CHARGES (continued):

Charge for 30 ft. aluminum pole used with concrete adjustable base \$24.00.

Charge for 35 ft. concrete pole \$14.95.

Charge for 35 ft. concrete pole (Tenon Top) \$20.65.

Charge for 35 ft. wood pole \$7.13.

Charge for 35 ft. (30 ft. mounting height) aluminum, round, tapered pole \$29.44.

Charge for 40 ft. wood pole \$8.77.

Charge for 45 ft. concrete pole (Tenon Top) \$27.10.

Charge for single arm for Shoebox/Small Parking Lot fixture \$2.84.

Charge for double arm for Shoebox/Small Parking Lot fixture \$3.15.

Charge for triple arm for Shoebox/Small Parking Lot fixture \$4.27.

Charge for quadruple arm for Shoebox/Small Parking Lot fixture \$5.38.

Charge for Tenon Top adapter for 100,000 Lumen Large Parking Lot fixture \$5.25.

Charge for optional 100 amp relay \$29.36.

Charge for 25 kVA transformer (non-coastal) for 46,000 Lumen Shoebox, 32,000 Lumen Small Parking Lot, or 100,000 Lumen Large Parking Lot fixture(s) \$40.64.

Charge for 25 kVA transformer (coastal) for 46,000 Lumen Shoebox, 32,000 Lumen Small Parking Lot, or 100,000 Lumen Large Parking Lot fixture(s) \$57.92.

All other additional facilities shall be billed at 1.74% per month of the Company's cost. Such facilities may include, but are not limited to, additional overhead or underground wiring and special poles approved by the Company.

* Not Available for New Installation.

VANDALISM (WILLFUL DAMAGE):

The Customer will have the following three options on the second occurrence of vandalism (willful damage) to a Company fixture:

- Pay (a) the total repair costs of the fixture or the original total installed cost of the fixture less any depreciation and salvage value plus the removal cost if the fixture cannot be repaired and (b) the total installed cost of a luminaire protective shield. If the fixture is not compatible with the shield, then the fixture will be replaced with either a compatible 100 watt or 250 watt cobrahead fixture.
- Request that the damaged fixture be replaced with the same type of unshielded fixture. For
 this and any subsequent occurrence, the Customer will pay either (a) the total repair costs
 of the fixture or (b) the original total installed cost of the fixture less any depreciation and
 salvage value plus the removal cost if the fixture cannot be repaired, or
- 3. Discontinue the service to the fixture.

The Customer must notify the Company in writing of its selected option. The Customer may choose to pay the total installed cost of a luminaire protective shield after the first occurrence of vandalism (willful damage) to a Company fixture and save the costs incurred in 1(a) above.



Section No. VI Twenty-Sixth Revised Sheet No. 6.20 Canceling Twenty-Fifth Revised Sheet No. 6.20

| PAGE | EFFECTIVE DATE |
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| 6 of 10 | |

(Continued from Rate Schedule OS, Sheet No. 6.19)

MONTHLY RATES - CUSTOMER OWNED WITHOUT RELAMPING SERVICE AGREEMENT:

Customer-owned street, roadway, and general area lighting fixtures which conform to the specifications of Company-owned fixtures may receive energy at the appropriate charges for each size light above. Customer-owned street, roadway, and general area lighting systems which do not conform to specifications of the Company-owned fixtures shall be charged the monthly rate of 2.797¢/kWh of the estimated kWh usage of each unit. Customer-owned equipment must be approved in advance as to accessibility to be eligible to receive service. The Customer will provide all pole(s), fixture(s), lamp(s), photoelectric control(s), and circuit(s) up to the point of connection to the Company's supply lines (point of service), and an adequate support for the Company-owned service conductors. The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer. The distribution system shall serve no other electrical loads except the lighting equipment eligible for this rate.

MONTHLY RATES - CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT:

The monthly rates set forth below cover both the electric service (if unmetered) and the replacement of lamps and photoelectric controls upon routine failure. Lamps or photoelectric controls damaged or destroyed due to vandalism or willful abuse are not covered by the agreement and will only be replaced at the Customer's expense. Customer-owned equipment must be approved in advance as to compatibility with Company-owned lamps and photoelectric controls and accessibility to be eligible to receive service. The Customer will provide all pole(s), fixture(s), initial lamp(s) and photoelectric control(s), and circuit(s) up to the point of connection to the Company's supply lines (point of service), and an adequate support for the Company-owned service conductors. The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer. The distribution system shall serve no other electrical loads except the lighting equipment eligible for this rate. The Customer remains responsible for all maintenance other than the replacement of lamps and photoelectric controls.



Section No. VI Twenty-Sixth Revised Sheet No. 6.21 Canceling Twenty-Fifth Revised Sheet No. 6.21

| PAGE | EFFECTIVE DATE |
|---------|----------------|
| 7 of 10 | |

(Continued from Rate Schedule OS, Sheet No. 6.20)

MONTHLY RATES - CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT:

| Initial | | High Pres | sure So | dium Vapor | | |
|---------------------------|------------------------|------------------------|--------------------------|----------------------------|------------------|------------------------|
| Lamp Rating (Lumen) | Lamp <u>Wattage</u> | Line <u>Wattage</u> | Est. <u>kWh</u> ** | Relamping <u>Charge</u> | Energy Charge | Total <u>Charge</u> |
| 8800 | 100 | 120 | 41 | \$0.78 | \$1.15 | \$1.93 |
| 16000* | 150 | 197 | 68 | \$0.76 | \$1.90 | \$2.66 |
| 20000* | 200 | 233 | 80 | \$0.79 | \$2.24 | \$3.03 |
| 25000* | 250 | 292 | 100 | \$0.80 | \$2.79 | \$3.59 |
| 46000* | 400 | 477 | 164 | \$0.79 | \$4.59 | \$5.38 |
| 125000* | 1000 | 1105 | 379 | \$1.01 | \$10.60 | \$11.61 |
| La isia I | | <u>M</u> | etal Ha | <u>lide</u> | | |
| Initial Lamp | | | | | | |
| Rating | Lamp | Line | Est. | Relamping | Energy | Total |
| (Lumen) | Wattage | <u>Wattage</u> | <u>kWh</u> ** | Charge | Charge *** | <u>Charge</u> |
| 32000* | 400 | 476 | 163 | \$0.94 | \$4.56 | \$5.50 |
| 100000* | 1000 | 1100 | 378 | \$3.45 | \$10.56 | \$14.01 |

- * Not Available for New Installation
- ** Estimated Monthly kWh = (Line Wattage x Annual Operating Hours)/(1000 x 12)
- *** Energy Charge = 2.797¢/kWh x Estimated Monthly kWh Usage

The Total Charge shown above is for an unmetered fixture. If the service is metered, there will be no Energy Charge billed under this rate.

ADDITIONAL FACILITIES CHARGES FOR CUSTOMER OWNED:

Any special or additional facilities, which may be installed at the Company's option, will be billed in addition to the above Customer-owned rates.

Charge for 35 ft. wood pole \$7.13.

All other additional facilities shall be billed at 1.74 percent per month of the Company's cost.



Section No. VI Twenty-First Revised Sheet No. 6.23 Canceling Twentieth Revised Sheet No. 6.23

| PAGE | EFFECTIVE DATE |
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| 9 of 10 | |

(Continued from Rate Schedule OS, Sheet No. 6.22)

OS-III OTHER OUTDOOR SERVICE (OL1)

Other outdoor service for Customer-owned facilities with fixed wattage loads operating continuously throughout the billing period such as, but not limited to, traffic signals and cable television amplifiers shall be billed according to the monthly rate below:

5.270 cents per kWh for all kWh

The estimated annual kWh usage shall be determined by multiplying the annual operation hours times the maximum demand. The monthly kWh usage will be one-twelfth (1/12) of the estimated annual kWh usage. Maximum demand shall be the total number of kilowatts connected at any one time. At the option of the Company service rendered under this section may be metered and billed under the applicable General Service rate schedule. Minimum Monthly bill shall be \$1.00 per service connection.

TERM OF CONTRACT (OS-I/II, OS-III):

Service under this Rate Schedule shall be for an initial period of not less than three (3) years and shall remain until terminated by notice to either party by the other. When additional facilities are required, the Company may require a contract for a longer initial period. There is no term of contract for rate OS-III.

DEPOSIT (OS-I/II, OS-III):

A deposit amounting to not over one-half the billing for the initial contract period may be required before service is connected. The deposit may be applied to any final bills against the Customer for service.



A SOUTHERN COMPANY

Section No. VI Eighth Revised Sheet No. 6.32 Canceling Seventh Revised Sheet No. 6.32

RATE SCHEDULE BB BUDGET BILLING (OPTIONAL RIDER)

| PAGE | EFFECTIVE DATE |
|--------|------------------|
| 1 of 2 | 211 201112 2/112 |
| | |

AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

This budget billing rider will, upon request by the Customer, be applied to any customer receiving electric service under Rate Schedules RS, RSVP, RSTOU, RSD, RSDT, GS, GSD, GSDT, GSTOU, LP, LPT, PX, PXT, and RTP except those customers with current delinquent bills or those customers disqualified from the program within the twelve preceding months. Eligible customers will be notified of availability of this rider annually. Gulf Power shall have 30 days to establish Budget Billing upon request of the Customer.

BILLING:

Under the Budget Billing plan, the Monthly billing is determined as follows:

- 1. The Annual Base Amount is calculated using the most recent 12 months billings for the premises (including billings for Rate Schedule OS, if any,) and then averaged and rounded to the nearest whole dollar (Monthly Budget Billing Amount). If the customer has not occupied the premises for 12 months, the Annual Base Amount will be determined by the Customer's available monthly billings plus the previous occupant's billings. If the premises is new or sufficient actual consumption is not available, a 12-month estimated bill will be used.
- 2. The Monthly Budget Billing Amount is recalculated every month using the most recent Annual Base Amount plus any deferred balances (the difference in prior billings made under the Budget Billing Plan and that of actual charges).

Monthly Budget = 12-month Summation + Deferred Billing Amount Actual or Est. Annual Base Balance



A SOUTHERN COMPANY

Section No. VI Twenty-Fifth Revised Sheet No. 6.38 Canceling Twenty-Fourth Revised Sheet No. 6.38

RATE SCHEDULE ECC COST RECOVERY CLAUSE ENERGY CONSERVATION

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 1 of 1 | |

APPLICABILITY:

Applicable to the monthly rate of each filed retail rate schedule under which a Customer receives service.

DETERMINATION OF ENERGY CONSERVATION COST RECOVERY CLAUSE ADJUSTMENT:

Bills should be decreased or increased by an adjustment calculated in accordance with the formula and procedure specified by the Florida Public Service Commission designed to reflect the recovery of conservation related expenditures by the Company.

Each rate schedule shall be increased or decreased to the nearest .001 cents for each kWh of sales to reflect the recovery of conservation related expenditures by the Company. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's Energy Conservation Plan as authorized by the Commission. The total cost recovery adjustment per kWh applicable to energy delivered will include, when applicable, a true-up with interest to prior actual costs which will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission and is subject to Commission approval. Such increase or decrease shall be adjusted for taxes which are based upon revenues. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in Commission Rule 25-17.015, F.A.C.

Energy Conservation Cost Recovery Clause factors are shown below:

| | Energy Conservation Cost |
|----------------------------|---------------------------------|
| Rate Schedule | Recovery Factor ¢/kWh |
| RS | 0.068 |
| RSVP Tier 1 | (3.000) |
| RSVP Tier 2 | (1.672) |
| RSVP Tier 3 | 5.672 |
| RSVP Tier 4 | 56.374 |
| RSTOU On-Peak | 17.000 |
| RSTOU Off-Peak | (3.096) |
| RSTOU Critical Peak Credit | \$5.00 per Event |
| GS | 0.065 |
| GSD, GSDT, GSTOU | 0.062 |
| LP, LPT | 0.059 |
| PX, PXT, RTP, SBS | 0.057 |
| LPT-CPO On-Peak | (\$4.75) per kW |
| LPT-CPO Critical | \$57.00 per kW |
| OS-I/II | 0.046 |
| OS-III | 0.058 |

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.



Section No. VI Eleventh Revised Sheet No. 6.42 Canceling Tenth Revised Sheet No. 6.42

RATE SCHEDULE GSTOU GENERAL SERVICE TIME-OF-USE CONSERVATION (OPTIONAL SCHEDULE)

URSC: GSTOU

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 1 of 3 | |

AVAILABILITY:

Available on a first come - first serve basis subject to meter availability throughout the entire territory served by the Company.

APPLICABILITY:

Applicable as an option to Rate Schedule GSD for general service on an annual basis covering the entire electrical requirements of any Customer whose highest actual measured demand is not more than four hundred ninety-nine (499) kilowatts. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered. Three phase service may be furnished at the request of the Customer subject to the Rules and Regulations of the Company which govern the extension of the three phase service.

MONTHLY RATES:

Base Charge: \$50.00

Energy Charges:

Summer – June through September:

On-Peak 21.802¢ per kWh Intermediate 8.139¢ per kWh Off-Peak 3.384¢ per kWh

October through May:

All hours 4.737¢ per kWh



Section No. VI Seventh Revised Sheet No. 6.46 Canceling Sixth Revised Sheet No. 6.46

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 2 of 5 | |

(Continued from Rate Schedule GSDT, Sheet No. 6.45)

MONTHLY RATES:

Base Charge: \$50.00

Demand Charge: \$3.77 per kW of maximum demand plus;

\$4.23 per kW of on-peak demand

Energy Charge: 2.036¢ per kWh

MINIMUM MONTHLY BILLS:

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the Base Charge plus the Demand Charge.

DETERMINATION OF THE ON-PEAK PERIOD:

The on-peak period for calendar months April through October is defined as being those hours between 12:00 p.m. and 9:00 p.m. Central Daylight Time/Central Standard Time, Monday through Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10:00 p.m. Central Standard Time/Central Daylight Time, Monday through Friday.



Section No. VI Third Revised Sheet No. 6.47 Canceling Second Revised Sheet No. 6.47

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 3 of 5 | |

(Continued from Rate Schedule GSDT, Sheet No. 6.46)

DETERMINATION OF THE OFF-PEAK PERIOD:

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.

DETERMINATION OF BILLING DEMAND:

- (a) Maximum Demand The kilowatt (kW) billing demand for billing purposes shall be the customer's maximum integrated 15 minute demand to the nearest kilowatt (kW) during each service month.
- (b) On-Peak Demand The kilowatt (kW) billing demand for billing purposes shall be the customer's maximum integrated 15 minute demand to the nearest kilowatt (kW) during each service month as measured during the hours designated as on-peak.

REACTIVE DEMAND CHARGE:

When the capacity required to be maintained is one-hundred (100) kilowatts or more, at the option of the Company, the monthly bill calculated at the above rates may be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.



Section No. VI Sixth Revised Sheet No. 6.48 Canceling Fifth Revised Sheet No. 6.48

(Continued from Rate Schedule GSDT, Sheet No. 6.47)

TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the Monthly Rate will be subject to a discount of thirty-six (36) cents per kW of the Customer's Maximum Demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

TERM OF CONTRACT:

- (1) Service under this Schedule shall be for a period of not less than one year and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.
- (2) The initial selection of this optional rate schedule by a Rate Schedule GSD Customer may be terminated at any time by written or personal notice from the Customer. After such termination, any subsequent selection of this option by the same Customer for service at the same premises shall have a term of contract as specified in (1) above.



Section No. VI Seventh Revised Sheet No. 6.49 Canceling Sixth Revised Sheet No. 6.49

RATE SCHEDULE LPT LARGE POWER SERVICE – TIME-OF-USE CONSERVATION (OPTIONAL SCHEDULE)

URSC: GSLDT

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 1 of 5 | |

AVAILABILITY:

Available on a first come - first serve basis subject to meter availability throughout the entire territory served by the transmission system of the Company.

APPLICABILITY:

Applicable as an option to Rate Schedule LP for three phase general service on an annual basis covering the entire electrical requirements of any Customer. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter. Customers taking service under Rate LPT may elect the critical peak option.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered.

MONTHLY RATES:

Base Charge: \$262.80

Demand Charge: \$2.85 per kW of maximum demand plus;

\$11.20 per kW of on-peak demand

Energy Charge: 1.055¢ per kWh



Section No. VI Fifth Revised Sheet No. 6.50 Canceling Fourth Revised Sheet No. 6.50

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 2 of 5 | |

(Continued from Rate Schedule LPT, Sheet No. 6.49)

CRITICAL PEAK OPTION (CPO) – Under this option, the Demand Charge shall be:

Demand Charge: \$2.85 per kW of maximum demand plus;

\$11.20 per kW of on-peak demand

MINIMUM MONTHLY BILLS:

In consideration of the readiness of the Company to furnish such service, no monthly bill shall be rendered for less than the Base Charge plus the Demand Charge.

DETERMINATION OF THE ON-PEAK PERIOD:

The on-peak period for calendar months April through October is defined as being those hours between 12:00 p.m. and 9:00 p.m. Central Daylight Time/Central Standard Time, Monday through Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10:00 p.m. Central Standard Time/Central Daylight Time, Monday through Friday.

DETERMINATION OF THE OFF-PEAK PERIOD:

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.

DETERMINATION OF CRITICAL PEAK PERIOD:

A critical peak period may be designated at any time at the Company's discretion. Conditions which may result in the designation of a critical peak period by the Company include, but are not limited to: (i) A temperature forecast for the Company's service area that is above 95°F or below 32°F; (ii) Real-Time-Prices that exceed certain thresholds; (iii) Projections of system peak loads that exceed certain thresholds.



Section No. VI Fifth Revised Sheet No. 6.52 Canceling Fourth Revised Sheet No. 6.52

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 4 of 5 | |

(Continued from Rate Schedule LPT, Sheet No. 6.51)

TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates, and maintains the complete step-down transformer substation necessary to receive and use such service, the Monthly Rate will be subject to a discount of seventy-two (72) cents per month per kilowatt (kW) of the Customer's highest billing demand as determined above, and an additional discount of two percent (2%) of the Energy Charge and two percent (2%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

CRITICAL PEAK DEMAND NOTIFICATION

A customer electing the critical peak option will be notified of a critical peak period one hour prior to the beginning of the critical peak period event. The Company is not responsible for a customer's failure to receive and act upon the critical peak period. If a customer does not receive these notifications, it is the customer's responsibility to inform the Company so the notifications may be supplied.

TERM OF CONTRACT:

- (1) Service under this Schedule shall be for a period of not less than one year and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.
- (2) The initial selection of this rate schedule as an option by a Rate Schedule LP Customer may be terminated at any time by written or personal notice from the Customer. After such termination, any subsequent selection of this option by the same Customer for service at the same premises shall have a term of contract as specified in (1) above.



Section No. VI Seventh Revised Sheet No. 6.53 Canceling Sixth Revised Sheet No. 6.53

A SOUTHERN COMPANY

RATE SCHEDULE PXT LARGE HIGH LOAD FACTOR POWER SERVICE TIME-OF-USE CONSERVATION (OPTIONAL SCHEDULE)

URSC: GSLDT1

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 1 of 4 | |

AVAILABILITY:

Available throughout the entire territory served by the transmission system of the Company.

APPLICABILITY:

Applicable as an option to Rate Schedule PX for three phase lighting and power service to any customer whose actual measured demand is not less than 7,500 kilowatts (kW), with an annual load factor of not less than seventy-five percent (75%). Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage and from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the standard secondary voltage of the Company's transformers supplied from the transmission lines of the Company.

MONTHLY RATES:

Base Charge: \$925.24

Demand Charge: \$1.11 per kW of maximum demand plus;

\$12.52 per kW of on-peak demand

Energy Charge: On-Peak and Off-Peak Period: 0.496¢ per kWh



Section No. VI Seventh Revised Sheet No. 6.54 Canceling Sixth Revised Sheet No. 6.54

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 2 of 4 | |

(Continued from Rate Schedule PXT, Sheet No. 6.53)

DETERMINATION OF THE ON-PEAK PERIOD:

The on-peak period for calendar months April through October is defined as being those hours between 12:00 p.m. and 9:00 p.m. Central Daylight Time/Central Standard Time, Monday through Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10:00 p.m. Central Standard Time/Central Daylight Time, Monday through Friday.

DETERMINATION OF THE OFF-PEAK PERIOD:

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.

MINIMUM MONTHLY BILLS:

In the event the Customer's annual load factor for the current and preceding eleven months is less than 75% and in consideration of the readiness of the Company to furnish such service, the minimum monthly bill shall not be less than the Base Charge plus \$16.35 per kW of maximum billing demand.

DETERMINATION OF BILLING DEMAND:

- (a) Maximum Demand--The kilowatt (kW) billing demand for billing purposes shall be the maximum measured kW demand integrated over any fifteen minute interval during the current bill month but not less than 7500 kW.
- (b) On-Peak Demand--The kilowatt (kW) billing demand for billing purposes shall be the customer's maximum integrated 15 minute demand to the nearest kilowatt (kW) during each service month as measured during the hours designated as on-peak.

REACTIVE DEMAND CHARGE:

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.



Section No. VI Seventh Revised Sheet No. 6.59 Canceling Sixth Revised Sheet No. 6.59

| PAGE | EFFECTIVE DATE |
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| 3 of 8 | |

(Continued from Rate Schedule SBS, Sheet No. 6.58)

A Standby Service Customer will be billed for electric service in accordance with the following charges:

| Contract Demand: | 100 to 499 kW | 500 to 7,499 kW | <u>Above 7,499 kW</u> |
|---|---------------|-----------------|-----------------------|
| Base Charge: | \$261.68 | \$261.68 | \$623.10 |
| Demand Charge: Local Facilities Charge Per kW of BC and NC | \$3.33 | \$2.99 | \$1.09 |
| On-Peak Demand Charge: Per kW of On-Peak kW up to NC | \$4.23 | \$11.20 | \$12.52 |
| Plus the greater of: | | | |
| Reservation Charge: Per kW of BC or | \$1.56 | \$1.56 | \$1.59 |
| The Sum of the Daily On-Peak Standby Demand Charges: Per kW per day of On-Pea kW in excess of NC | | \$0.74 | \$0.75 |
| Energy Charge Per kWh: | 3.957¢ | 3.957¢ | 3.957¢ |

Customers with zero (0) NC will not be subject to the On-Peak Demand Charge.



Section No. VI Fouth Revised Sheet No. 6.62 Canceling Third Revised Sheet No. 6.62

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 6 of 8 | |

(Continued from Rate Schedule SBS, Sheet No. 6.61)

TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the monthly rate will be subject to a discount of: six (6) cents per month per kilowatt (kW) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers which are billed under the 100 to 499 kW demand range; or six (6) cents per month per kilowatt (kW) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers which are billed under the 500 to 7,499 kW demand range; and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge.

TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates, and maintains the complete stepdown transformer substation necessary to receive and use such service, the monthly rate will be subject to a discount of seven (7) cents per month per kilowatt (kW) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers which are billed under the 500 to 7,499 kW demand range and an additional discount of two percent (2%) of the Energy Charge and two percent (2%) of the Demand Charge. The monthly rate will be subject to a discount of eight (8) cents per kilowatt (kW) of the demand used in the calculation of the Local Facilities Charge for those customers which are billed under the above 7,499 kW demand range and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge.

TERM OF CONTRACT:

Service under this rate schedule shall be for a minimum period of five (5) years and shall continue thereafter from year to year until terminated by either party upon twenty-four (24) months written notice to the other.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.



Section No. VI Eighth Revised Sheet No. 6.76 Canceling Seventh Revised Sheet No. 6.76

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| 2 of 4 | |

(Continued from Rate Schedule RSVP, Sheet No. 6.75)

If a Customer moves into a residence with existing Company-owned energy management equipment, the Customer will receive service under Rate Schedule RSVP. The Customer will be given the option of remaining on Rate Schedule RSVP or moving to Rate Schedule RS. If the Customer chooses Rate Schedule RS at that time, Company-owned energy management equipment will be removed free of charge.

CHARACTER OF SERVICE:

Available for single-phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts. Service shall be metered through one metering device capable of measuring electrical energy consumption during the various times each energy charge is in effect.

RATES:

Base Charge: \$1.58 per day

Energy Charge:

Low Cost Hours (P_1) : 3.298¢ per kWh Medium Cost Hours (P_2) : 3.298¢ per kWh High Cost Hours (P_3) : 3.298¢ per kWh Critical Cost Hours (P_4) : 3.298¢ per kWh



Section No. VI Second Revised Sheet No. 6.92 Canceling First Revised Sheet No. 6.92

| PAGE | EFFECTIVE DATE |
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| 1 of 2 | |

Rate Rider LBIR Large Business Incentive Rider (Optional Rider)

AVAILABILITY:

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

APPLICABILITY:

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or net incremental load above that which existed prior to approval for service under this rider. Service under this rider must occur after the effective date of this Rider but not later than the date that the Company determines that the subscription limit of 100 MW has been reached for all New Load under this Rider together with the companion Riders, SBIR, MBIR, and XLBIR.

Rate Rider LBIR shall only be combined with Rate Schedules LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the Contract under this Rider.



Section No. VI First Revised Sheet No. 6.93 Canceling Original Sheet No. 6.93

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 2 of 2 | |

(Continued from Rate Rider LBIR, Sheet No. 6.92)

INCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 60% reduction in base demand and base energy charges
- Year 2 45% reduction in base demand and base energy charges
- Year 3 30% reduction in base demand and base energy charges
- Year 4 15% reduction in base demand and base energy charges
- Year 5 0% reduction in base demand and base energy charges

Qualifying Loads:

- (1) Qualifying load must be at least 1,000 kW, as determined by the Company.
- (2) The Customer must provide an affidavit verifying the hiring of 50 full-time employees.
- (3) The Customer must demonstrate new capital investment of at least \$1,000,000.
- (4) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

TERM:

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider LBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original Contract for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

Service under this Rider is subject to the Rules and Regulations of the Company and the Florida Public Service Commission.



Section No. VI Second Revised Sheet No. 6.94 Canceling First Revised Sheet No. 6.94

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 1 of 2 | |

Rate Rider MBIR Medium Business Incentive Rider (Optional Rider)

AVAILABILITY:

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

APPLICABILITY:

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or net incremental load above that which existed prior to approval for service under this rider. Service under this rider must occur after the effective date of this Rider but not later than the date that the Company determines that the subscription limit of 100 MW has been reached for all New Load under this Rider together with the companion Riders, SBIR, LBIR, and XLBIR.

Rate Rider MBIR shall only be combined with Rate Schedules GSD, GSDT, GSTOU, LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the Contract under this Rider.



Section No. VI First Revised Sheet No. 6.95 Canceling Original Sheet No. 6.95

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 2 of 2 | |

(Continued from Rate Rider MBIR, Sheet No. 6.94)

INCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 40% reduction in base demand and base energy charges
- Year 2 30% reduction in base demand and base energy charges
- Year 3 20% reduction in base demand and base energy charges
- Year 4 10% reduction in base demand and base energy charges
- Year 5 0% reduction in base demand and base energy charges

Qualifying Loads:

- (1) Qualifying load must be at least 350 kW, as determined by the Company.
- (2) The Customer must provide an affidavit verifying the hiring of 25 full-time employees.
- (3) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

TERM:

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider MBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original Contract for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

Service under this Rider is subject to the Rules and Regulations of the Company and the Florida Public Service Commission.



Section No. VI Second Revised Sheet No. 6.96 Canceling First Revised Sheet No. 6.96

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 1 of 2 | |

Rate Rider SBIR Small Business Incentive Rider (Optional Rider)

AVAILABILITY:

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

APPLICABILITY:

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or the net incremental load above that which existed prior to approval for service under this rider. Service under this rider must occur after the effective date of this Rider but not later than the date that the Company determines that the subscription limit of 100 MW has been reached for all New Load under this Rider together with the companion Riders, MBIR, LBIR, and XLBIR.

Rate Rider SBIR shall only be combined with Rate Schedules GSD, GSDT, GSTOU, LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the Contract under this Rider.



Section No. VI First Revised Sheet No. 6.97 Canceling Original Sheet No. 6.97

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 2 of 2 | |

(Continued from Rate Rider SBIR, Sheet No. 6.96)

INCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 20% reduction in base demand and base energy charges
- Year 2 15% reduction in base demand and base energy charges
- Year 3 10% reduction in base demand and base energy charges
- Year 4 5% reduction in base demand and base energy charges
- Year 5 0% reduction in base demand and base energy charges

Qualifying Loads:

- (1) Qualifying load must be at least 200 kW, as determined by the Company.
- (2) The Customer must provide an affidavit verifying the hiring of 10 full-time employees.
- (3) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

TERM:

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider SBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original Contract for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

Service under this Rider is subject to the Rules and Regulations of the Company and the Florida Public Service Commission.



Section No. VI First Revised Sheet No. 6.98 Canceling Original Sheet No. 6.98

Rate Schedule RSTOU
RESIDENTIAL SERVICE – TIME-OF-USE
Limited Availability Experimental Rate

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 1 of 3 | |

AVAILABILITY:

Available to customers eligible for Rate Schedule RS (Residential Service). Availability is further limited to those customers selected by Gulf Power which are willing to participate in, and which meet the standards of the Company's RSTOU pilot rate study.

Service under this rate schedule shall terminate on December 31, 2017 unless extended by order of the Florida Public Service Commission.

APPLICABILITY:

Applicable as an alternative to Rate Schedule RS for service used for domestic purposes and electric vehicle charging at an individually metered dwelling unit suitable for year-round family occupancy containing full kitchen facilities. Service provided hereunder shall not be shared with or resold to others.

CHARACTER OF SERVICE:

Available for single-phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts. Service shall be metered through one metering device capable of measuring electrical consumption during the various times each energy charge is in effect.

RATES:

Base Charge: \$1.58 per day

Energy Charge:

On-Peak Period 3.298¢ per kWh
Off-Peak Period 3.298¢ per kWh



| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 1 of 2 | |

Rate Rider XLBIR Extra-Large Business Incentive Rider (Optional Rider)

AVAILABILITY:

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

APPLICABILITY:

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or net incremental load above that which existed prior to approval for service under this rider. Service under this rider must occur after the effective date of this Rider but not later than the date that the Company determines that the subscription limit of 100 MW has been reached for all New Load under this Rider together with the companion Riders, SBIR, MBIR, and LBIR.

Rate Rider XLBIR shall only be combined with Rate Schedules LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the Contract under this Rider.



| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 2 of 2 | |

(Continued from Rate Rider XLBIR, Sheet No. 6.103)

INCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 60% reduction in base demand and base energy charges
- Year 2 53% reduction in base demand and base energy charges
- Year 3 47% reduction in base demand and base energy charges
- Year 4 40% reduction in base demand and base energy charges
- Year 5 33% reduction in base demand and base energy charges
- Year 6 27% reduction in base demand and base energy charges
- Year 7 20% reduction in base demand and base energy charges
- Year 8 13% reduction in base demand and base energy charges
- Year 9 7% reduction in base demand and base energy charges
- Year 10 0% reduction in base demand and base energy charges

Qualifying Loads:

- (1) Qualifying load must be at least 5 MW, as determined by the Company.
- (2) The Customer must provide an affidavit verifying the hiring of 50 full-time employees.
- (3) The Customer must demonstrate new capital investment of at least \$1,000,000.
- (4) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

TERM:

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum ten-year term. Service under this Rider will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider XLBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original Contract for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

Service under this Rider is subject to the Rules and Regulations of the Company and the Florida Public Service Commission.



RATE SCHEDULE RSD RESIDENTIAL SERVICE – DEMAND (OPTIONAL SCHEDULE)

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 1 of 3 | |

AVAILABILITY:

Available on a first come – first serve basis subject to meter availability throughout the entire territory served by the Company.

APPLICABILITY:

Applicable as an option to Rate Schedule RS. Service provided hereunder shall not be shared with or resold to others.

CHARACTER OF SERVICE:

Available for single-phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts.

RATES:

Base Charge: 73¢ per day

Demand Charge: \$5.00 per kW of billing demand

Energy Charge: 2.334¢ per kWh



PAGE EFFECTIVE DATE
2 of 3

(Continued from Rate Schedule RSD, Sheet No. 6.105)

MINIMUM BILL:

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the sum of the Base Charge and Demand Charge.

DETERMINATION OF BILLING DEMAND:

The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated sixty (60) minute demand to the nearest decawatt (daW) during each service month.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

TERM OF SERVICE:

Service under this schedule shall be for a period not less than one year and thereafter from year to year until terminated by thirty (30) days written notice by either party to the other.



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(Continued from Rate Schedule RSD, Sheet No. 6.106)

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.



RATE SCHEDULE RSDT RESIDENTIAL SERVICE - DEMAND TIME-OF-USE CONSERVATION (OPTIONAL SCHEDULE)

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 1 of 3 | |

AVAILABILITY:

Available on a first come – first serve basis subject to meter availability throughout the entire territory served by the Company.

APPLICABILITY:

Applicable as an option to Rate Schedule RS. Service provided hereunder shall not be shared with or resold to others.

CHARACTER OF SERVICE:

Available for single-phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts.

RATES:

Base Charge: 73¢ per day

Demand Charge: \$2.17 per kW of maximum demand plus;

\$3.66 per kW of on-peak demand

Energy Charge: 2.334¢ per kWh



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| 2 of 3 | |

(Continued from Rate Schedule RSDT, Sheet No. 6.108)

DETERMINATION OF THE ON-PEAK PERIOD:

The on-peak period for calendar months May through October is defined as being those hours between 1:00 p.m. and 6:00 p.m. Central Daylight Time/Central Standard Time, Monday through Friday.

The on-peak period for calendar months November through April is defined as being those hours between 6:00 a.m. and 10:00 a.m. Central Daylight Time/Central Standard Time, Monday through Friday.

DETERMINATION OF THE OFF-PEAK PERIOD:

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day are in the off-peak period.

MINIMUM BILL:

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the sum of the Base Charge and Demand Charge.

DETERMINATION OF BILLING DEMAND:

The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated sixty (60) minute demand to the nearest decawatt (daW) during each service month.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.



PAGE EFFECTIVE DATE
3 of 3

(Continued from Rate Schedule RSDT, Sheet No. 6.109)

TERM OF SERVICE:

Service under this schedule shall be for a period not less than one year and thereafter from year to year until terminated by thirty (30) days written notice by either party to the other.

TAX ADJUSTMENT:

See Sheet No. <u>6.37</u>

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.



A SOUTHERN COMPANY

RATE RIDER CAP CUSTOMER ASSISTANCE PROGRAM RIDER (OPTIONAL RIDER)

| PAGE | EFFECTIVE DATE |
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| 1 of 2 | |

AVAILABILITY

Available to all Customers within Gulf Power's service area who meet the qualifying Customer requirements.

APPLICABILITY

Applicable to qualifying customers as a Rate Rider to the rates specified below. This rider shall, upon request by the Customer, be applied to Customers receiving electrical service under Rate Schedules RS, RSVP, FLAT-RS, RSTOU, RSD, and RSDT. This optional rider is offered in conjunction with the applicable rates, terms, and conditions under which the Customer takes service from the Company. Gulf Power shall have 30 days to establish the CAP rider upon request of the customer.

BILL CREDIT

The Base Charge of a customer's applicable rate schedule shall include a credit of 69¢ per day.

Qualifying Customers:

- The Customer must provide documentation certified by the Florida Department of Children and Families (DCF) verifying them as a current recipient of Supplemental Nutrition Assistance Program (SNAP) benefits.
- 2. The Customer of record for electric service must be the certified recipient of SNAP benefits.
- 3. Only one (1) electric service account per certified SNAP recipient will be allowed under this rider.



A SOUTHERN COMPANY

RATE RIDER CAP CUSTOMER ASSISTANCE PROGRAM RIDER (OPTIONAL RIDER)

| PAGE | EFFECTIVE DATE |
|--------|----------------|
| 2 of 2 | |

(Continued from Rate Rider CAP, Sheet No. 6.111)

TERM OF CONTRACT:

The term of service under this rate rider shall be continued thereafter unless terminated by notice of either party to the other, or the Customer fails to meet the qualifying eligibility requirements. Service under this rider will terminate with the expiration of the Customer's eliglibility for SNAP benefits as defined by DCF.

Service under this rate rider is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

Section VII Ninth Revised Sheet No. 7.13 Canceling Eighth Revised Sheet No. 7.13

GULF POWER COMPANY OUTDOOR SERVICE - LIGHTING PRICING METHODOLOGY MONTHLY RATES - Rate Schedule OS (Part I/II) Form 4

SECTION A - LED FIXTURES

| T 4 111 2 0 4 | |
|---|------------------|
| Total Unit Cost | |
| Fixture Cost | \$0.00 |
| Arm Cost | \$0.00 |
| Bulb Cost | \$0.00 |
| Photocell Cost | \$0.00 |
| SUBTOTAL | \$0.00 |
| 0.000 Man-hours to Install Fixture/Arm (If Applicable) @ \$62.05/Manhour | \$0.00 |
| SUBTOTAL | |
| 35.0% Engineering & Supervision Overheads | \$0.00 \$0.00 |
| UNIT COST TOTAL | \$0.00 |
| CINITOGOT TOTAL | ψ0.00 |
| Finding Charge | |
| Fixture Charge | #0.00 |
| Fixed Charge = (15.235% x Unit Cost Total)/12 Months | \$0.00 |
| Revenue Tax = Fixed Charge x 0.000721 | \$0.00 |
| FIXTURE CHARGE | \$0.00 |
| | |
| Maintenance Charge | |
| Average Annual Bulb Failure Rate: 0.0% | |
| - Bulb Life (in hours) Failure Rate = (Ann. Burn Hrs / Bulb Life) | |
| - Annual Burn hours | |
| | |
| Photocell Replacement = (Photocell Cost + Labor) x Photocell Failure Rate/12 Months | \$0.00 |
| - Photocell Life (in hours) Failure Rate = (Ann. Burn Hrs /Photocell Life) | φοισσ |
| \$ - Photocell Cost = 0 | |
| - Photocell Replacement Labor Hrs | |
| r notocen replacement cabol riis | |
| Driver Depleasement (Driver Cost v. Laker) v. Driver Failure Dete/40 Marths | ¢ 0.00 |
| Driver Replacement = (Driver Cost + Labor) x Driver Failure Rate/12 Months | \$0.00 |
| - Driver Life (in hours) Failure Rate = (Ann. Burn Hrs / Driver Life) | |
| \$ - Driver Cost = 0 | |
| - Driver Replacement Labor Hrs | |
| | |
| Surge Protection Device (SPD) Replacement = (SPD Cost + Labor) x SPD Failure Rate/12 Months | \$0.00 |
| - SPD Life (in hours) Failure Rate = (Ann. Burn Hrs / SPD Life) | |
| \$ - SPD Cost = 0 | |
| - SPD Replacement Labor Hrs | |
| | |
| Luminaire Repair Cost = | |
| [Man-hours to Remove of 0.36 @ \$62.05/Manhour + Unit Cost Total] | |
| x 6.7% Annual Luminaire Failure Rate/12 Months | \$0.00 |
| SUBTOTAL | \$0.00 |
| Revenue Tax = Fixed Charge x 0.000721 | \$0.00 |
| MAINTENANCE CHARGE | \$0.00 |
| IVIAIN LIVANOE OF ARCE | ψ0.00 |
| Engrey Chargo | |
| Energy Charge | |
| 0 Line Wattage x 4,120 Annual Operating Hours/(1,000 x 12) = | |
| | \$0.00 |
| 0 kWh @ \$0.02797/kWh ENERGY CHARGE | \$0.00 |

| PRICE SUMMARY | | |
|--------------------|----------------------------------|--------|
| Fixture Charge | | \$0.00 |
| Maintenance Charge | | \$0.00 |
| Energy Charge | | \$0.00 |
| | TOTAL MONTHLY CHARGE PER FIXTURE | \$0.00 |

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE:

Section VII Second Revised Sheet No. 7.13.1 Canceling First Revised Sheet No. 7.13.1

Form 4 (Continued)

SECTION A-1 - Non-LED FIXTURES

| Total Unit Cost | |
|--|----------|
| Fixture Cost | \$0.00 |
| Arm Cost | \$0.00 |
| Bulb Cost | \$0.00 |
| Photocell Cost | \$0.00 |
| SUBTOTAL | \$0.00 |
| Man-hours to Install Fixture/Arm (If Applicable) @ \$62.05/Manhour | \$0.00 |
| SUBTOTAL | \$0.00 |
| 35.0% Engineering & Supervision Overheads | \$0.00 |
| UNIT COST TOTAL | \$0.00 |
| ONIT COOT TO THE | ψ0.00 |
| Fixture Charge | |
| Fixed Charge = (15.235% x Unit Cost Total)/12 Months | \$0.00 |
| Revenue Tax = Fixed Charge x 0.000721 | \$0.00 |
| FIXTURE CHARGE | \$0.00 |
| | |
| Maintenance Charge | |
| Average Annual Bulb Failure Rate : 0.0% | |
| - Bulb Life (in hours) Failure Rate = (Ann. Burn Hrs / Bulb Life) | |
| - Annual Burn hours | |
| | |
| | |
| Spot Rebulb Cost = (Bulb Cost + Photocell Cost + \$29 Labor) x Bulb Failure Rate/12 Months | \$0.00 |
| | |
| | <u> </u> |
| Luminaire Repair Cost = | |
| [Man-hours to Remove of 0.36 @ \$62.05 Manhour + Unit Cost Total] | 00.00 |
| x 6.7% Annual Luminaire Failure Rate/12 Months | \$0.00 |
| SUBTOTAL | \$0.00 |
| Revenue Tax = Subtotal x 0.000721 | \$0.00 |
| MAINTENANCE CHARGE | \$0.00 |
| Energy Charge | |
| Line Wattage x 4,120 Annual Operating Hours/(1,000 x 12) = | |
| 0 kWh @ \$0.02797/kWh ENERGY CHARGE | \$0.00 |
| | , |
| | I . |

| PRICE SUMMARY | | | |
|--------------------|----------------------------------|--------|--|
| Fixture Charge | | \$0.00 | |
| Maintenance Charge | | \$0.00 | |
| Energy Charge | | \$0.00 | |
| | TOTAL MONTHLY CHARGE PER FIXTURE | \$0.00 | |
| | | · | |
| | | | |

ISSUED BY: S. W. Connally, Jr. EFFECTIVE:

Section VII Seventh Revised Sheet No. 7.14 Canceling Sixth Revised Sheet No. 7.14

Form 4 (Continued)

SECTION B - POLES AND ADDITIONAL FACILITIES

| Total Unit Cost | |
|--|------------------|
| Material Cost of Pole or Additional Facility | \$0.00 |
| 0.000 Man-hours to Install Pole/Additional Facility @ \$62.05/Manhour SUBTOTAL | \$0.00 \$0.00 |
| 35.0% Engineering & Supervision Overheads | \$0.00 |
| UNIT COST TOTAL | \$0.00 |
| Pole/Additional Facility Charge | |
| Fixed Charge = (15.235% x Unit Cost Total)/12 Months | \$0.00 |
| Revenue Tax = Fixed Charge x 0.000721 | \$0.00 |
| MONTHLY POLE/ADDITIONAL FACILITY CHARGE PER UNIT | \$0.00 |
| | |

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE:

Section VII Ninth Revised Sheet No. 7.15 Canceling Eighth Revised Sheet No. 7.15

Form 4 (Continued)

SECTION C - RELAMPING SERVICE AGREEMENT

| Bulb and Photocell Cost | |
|---|--------|
| Bulb Cost | \$0.00 |
| Photocell Cost | \$0.00 |
| BULB AND PHOTOCELL COST | \$0.00 |
| | |
| Relamping Charge | |
| Average Annual Bulb Failure Rate: 0.0% | |
| - Bulb Life (in hours) Failure Rate = (Ann. Burn Hrs / Bulb Life) | |
| - Annual Burn hours | |
| | |
| | |
| Spot Rebulb Cost =(Bulb Cost + Photocell Cost + \$29 Labor) x Bulb Failure Rate/12 Months | \$0.00 |
| | _ |
| SUBTOTAL | \$0.00 |
| Revenue Tax = Subtotal x 0.000721 | \$0.00 |
| | |
| RELAMPING CHARGE | \$0.00 |
| | |
| Energy Charge | |
| 0 Line Wattage x 4,120 Annual Operating Hours/(1,000 x 12) = | |
| 0 kWh @ \$0.02797/kWh ENERGY CHARGE | \$0.00 |
| | |

| PRICE SUMMARY | | | |
|------------------|----------------------------------|--------|--|
| Relamping Charge | | \$0.00 | |
| Energy Charge | | \$0.00 | |
| | TOTAL MONTHLY CHARGE PER FIXTURE | \$0.00 | |
| | | | |

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Section No. VII Second Revised Sheet No. 7.23 Canceling First Revised Sheet No. 7.23

EQUIPMENT RENTAL LEASE AND MAINTENANCE AGREEMENT FORM 7

| STATE OF FLORIDA COUNTY | | |
|--|---|--|
| THIS AGREEMENT, made this day of Florida corporation, hereinafter called the Lessor, and the Lessee | , 20 | between GULF POWER COMPANY, ahereinafter called |
| WITNESSETH: | | |
| WHEREAS, the Lessee desires to lease from the Lessor the equipment | hereinaf | ter described; and |
| WHEREAS, the Lessor is willing to lease such equipment upon the term | ms and c | onditions specified herein; |
| IT IS NOW, THEREFORE, agreed between the parties as follows: | | |
| The Lessor does hereby lease unto the Lessee, subject to the terms a personal property, to-wit: | nd condi | tions of this contract, the following described |
| 2. The term of this lease shall begin on the day of effect thereafter for a period of () years (the "Initial Term"), an successive periods of years each (collectively, the "Term"); provide other party written notice of termination not less than () days p term, as the case may be. 3. For the use of said property herein described during the Initial \$ per annum, payable in installments of payable on the day of tall day of and day of each month thereafter until all installments have been the Initial Term Lessee may, with the consent of Lessor, make a lump sue extends beyond the Initial Term, Lessee shall make monthly paymen accordance with paragraph 2 above. Lessee hereby waives all exemptive Florida or any other State as to personal property and agrees to pay all cost attorney's fee if said amounts are not paid when due. Concurrently with e equal to all sales and use tax applicable to such rent payment. 4. The Lessee agrees to keep the property hereby leased upon the prem | Term, t Term, t and the c paid in : m payme ts of \$_ cons unde ts of coll ach rent | hereafter continue in full force and effect for ther party may terminate this lease by giving the ne end of the Initial Term or any successive the Lessee agrees to pay to the Lessor rent of, the first installment being due and other installments being due and payable on the full. In lieu of making monthly payments during ent of \$ In the event that the lease until the lease is terminated in er the constitution and the laws of the State of lecting any such amounts, including a reasonable payment, Lessee shall pay to Lessor an amount |
| be designated by the Lessor, in like good order as the same now is, natura | shall roor to an | eturn the said property to the Lessor at by other place within equal distance which may and tear excepted. Said property shall always be |
| open to inspection to the Lessor, or its agents, at any time during the terms | of this l | ease. |

EFFECTIVE:

Docket No. 160186-EI Petition - Attachment A Page 59 of 63

Section No. VII Original Sheet No. 7.23.1

FORM 7 (Continued)

- 5. The Lessee agrees not to assign this lease or sublease or in any way part with the possession of said property, or any part thereof, without first obtaining the written consent of the Lessor.
- 6. Should the Lessee fail to keep and perform any of the agreements and conditions of this lease, or should an execution or attachment be levied upon said property, or should the Lessee execute an assignment for the benefit of creditors or file a voluntary petitition in bankruptcy, or should an order for relief be entered in an involuntary bankruptcy filed against Lessee, or should proceedings for the appointment of a receiver be commenced in any Court against the Lessee, then the Lessor may without any previous notice or demand terminate this lease and take possession of and remove said property without any liability whatever to the Lessee, and for that purpose may enter upon any premises where said property is located; but no such termination of this lease shall relieve the Lessee from liability for damages for the breach of any of the covenants and conditions herein contained. The Lessee agrees to protect the Lessor, its agents and representatives, against all claims for damages for any trespass that may be committed in recovering said property. If this lease is terminated by Lessor, then all rent and other charges due and to become due hereunder shall be deemed accelerated and shall be immediately due and payable in full, and, in addition, Lessee shall promptly pay Lessor upon demand the amount of all collection costs and all costs to recover and remove the property hereby leased incurred by Lessor, including reasonable attorney's fees and costs.
- 7. It is further understood and agreed that nothing herein contained shall vest any title, legal or equitable, in said property in the Lessee. And it is understood that the fixing of said property to the said premise of the Lessee shall not change or affect its character as the personal property of said Lessor nor relieve the said leased property from the conditions and provisions of this lease
- 8. The Lessor agrees to maintain said property in good operating condition during the term of this lease. The Lessee agrees to indemnify the lessor against any damage to said property resulting from any willful misuse of the same by the Lessee or from its negligence. The Lessee further agrees that it will use reasonable diligence to protect said property from any damage.
 - 9. A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.
- 10. All previous communications between the parties hereto, whether verbal or written, with reference to the subject matter of this agreement, are hereby abrogated, and no modification hereof shall be binding unless it shall be approved by an officer of the Lessor.

| LESSEE | | GULF POWER COMPANY | |
|--------|----------------------|----------------------|--|
| By: | | By: | |
| • | (Print or Type Name) | (Print or Type Name) | |
| Title: | | Title: | |
| Date: | | Date: | |

ISSUED BY: S. W. Connally, Jr. **EFFECTIVE:**

Section VII Tenth Revised Sheet No. 7.45 Canceling Ninth Revised Sheet No. 7.45

EFFECTIVE:

GULF POWER COMPANY OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING RATE SCHEDULE OS (PART I/II) Form 19

| | | Contract No | |
|--|--|-----------------------|----|
| Customer Name | | Date | |
| DBA | Telephone No | Tax I. D | |
| Street Address (Subdivision | n, etc.) of Light(s) | | |
| Mailing Address | | | |
| Driving Directions | | | |
| | | | |
| Meter No | Account No | JETS WO No | |
| High Pressure Sodium Vap | ER-OWNED FIXTURES: or Lighting: 0 Watts) Light(s) to be billed at a base rate of | \$1.93 each per month | \$ |
| METERED CUSTOMER High Pressure Sodium Vap8,800 Lumen (10 | | \$0.78 each per month | \$ |

*Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

The Applicant requests a relamping service agreement on the lamp(s) and photocell(s) for the fixtures described above and the necessary electric energy (if unmetered) for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. This agreement and the monthly rates set forth above cover both the electric service (if unmetered) and the replacement of lamps and photoelectric controls upon routine failure. Lamps or photoelectric controls damaged or destroyed due to vandalism or willful abuse are not covered by this agreement and will only be replaced at the Applicant's expense. The Applicant remains responsible for all maintenance other than the replacement of lamps and photoelectric controls. The distribution system shall serve no other electrical loads except the lighting equipment described above.

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Section No. VII Seventh Revised Sheet No. 7.47 Canceling Sixth Revised Sheet No. 7.47

GULF POWER COMPANY OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE RATE SCHEDULE OS (PART I/II)

| | | Form 20 | Co | ontract No |
|--|---|--|---|---|
| TOTAL INSTALLED COST | OF FIXTURE(S) | | | \$ |
| | MONTHLY CHAR Rate Schedule OS | | PAID UP FRONT and Outdoor Lights | <u>i</u> |
| Type Light | Lamp <u>Wattage</u> | # of Lights (a) | Price Per <u>Light*</u> (b) | Total <u>Amount/Mo.</u> (c) = (a) x (b) |
| | | | | |
| | | Monthly Charge**** | | |
| NOTE: The Company will retain | rcharge, applicable taxes, or fees. ain ownership of the fixture | (s) and will provide | for any routine mainte | enance. On a monthly basis, |
| and Energy Charges. The us he fixture(s) will be changed of ixture(s) fails on or after this of replaced: (1) paying up front | eful life of the fixture(s) is 1 out at no cost to the Custor date, then the Customer wi for the total installed cost o nergy Charges for the fixtu | 5 years from the ins mer; and the billing of Il have the option of f the replacement o res(s), (2) paying th | stallation date. If the for the fixture(s) will relone of three billing me for the fixture(s) and colors. | ethods for the fixture(s) that is |
| GULF POWER COMPANY | | CUSTOMER | | |
| Application Гакеn By | | Customer | | |
| Approved ByAuthorized | Company Representative | | | |
| *Includes only the Mainten Charge is not applicable. amount for the fixture(s). | | | | |

ISSUED BY: S. W. Connally, Jr. EFFECTIVE:

Section VII Ninth Revised Sheet No. 7.55 Canceling Eighth Revised Sheet No. 7.55

GULF POWER COMPANY CUSTOMER-OWNED LIGHTING AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS) RATE SCHEDULE OS (PART I/II)

Form 24

| | | Contract No | |
|----------------------------------|--------------------------------|---|----------|
| Customer Name | | Date | |
| DBA | Telephone No | Tax I. D | |
| Street Address (Subdi | vision, etc.) of Light(s) | | |
| Billing Address | | | |
| Driving Directions | | | |
| No. of Light(s) | Location of Light(s) | | |
| Meter No | Account No | JETS WO No | |
| | CUSTOMER-OWN | ED FIXTURE(S): | |
| High Pressure Sodiu 8800 Lume | | a base rate of \$1.15 each per month | \$ |
| All others to be billed a | as follows: | | |
| Light(s) @ a | a base rate of \$ * each per r | nonth (kWh for one light =) | \$ |
| Light(s) @ | a base rate of \$ * each per r | nonth (kWh for one light =) nonth (kWh for one light =) | \$ \$ |
| Light(s) @ | a base rate of \$ * each per r | month (kWh for one light =) | \$ |
| | Total Base Monthly Charg | △** | \$ |

The Applicant requests the necessary electric energy for the operation thereof for the fixtures described above and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. This agreement and the monthly rates set forth above cover the electric service. The distribution system shall serve no other electrical loads except the lighting equipment described above.

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE:

^{*} This base rate per light is calculated by taking the kWh for one light and multiplying by \$0.02797. Repeat this line for each different type of customer-owned light other than the 8800 Lumen light shown above.

^{**} Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

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Section IX Second Revised Sheet No. 9.6 Canceling First Revised Sheet No. 9.6

GULF POWER COMPANY

(D) <u>Taxes and Assessments</u>

The Qualifying Facility shall hold the Company and its general body of ratepayers harmless from the effects of any additional taxes, assessments or other impositions that arise as a result of the purchase of energy or capacity from the Qualifying Facility in lieu of other energy or capacity. Any savings in regards to taxes or assessments shall be included in the avoided cost payments made to the Qualifying Facility to the extent permitted by law. In the event the Company becomes liable for additional taxes, assessments or impositions arising out of its transactions with the Qualifying Facility under this tariff schedule or any related interconnection agreement, or due to changes in laws affecting the company's purchases of energy or capacity from the Qualifying Facility occurring after the execution of an agreement under this tariff schedule, and for which the Company would not have been liable if it had produced the energy and/or constructed facilities sufficient to provide the capacity contemplated under such agreement itself, the Company may bill the Qualifying Facility monthly for such additional expenses or may offset them against amounts due the Qualifying Facility from the Company. Any savings in taxes, assessments or impositions that accrue to the Company as a result of its purchase of energy and capacity under this tariff schedule that are not already reflected in the avoided energy or avoided capacity payments made to the Qualifying Facility hereunder, shall be passed on to the Qualifying Facility to the extent permitted by law without consequential penalty or loss of such benefit to the Company.

TERMS OF SERVICE

- (1) It shall be the Qualifying Facility's responsibility to inform the Company of any change in its electric generation capability.
- (2) Any electric service delivered by the Company to the Qualifying Facility shall be metered separately and billed under the applicable retail rate schedule and the terms and conditions of the applicable rate schedule shall apply.
- (3) A security deposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C., and the following:
 - A. In the first year of operation, the security deposit shall be based upon the singular month in which the Qualifying Facility's projected purchases from the Company exceed, by the greatest amount, the Company's estimated purchases from the Qualifying Facility. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit shall be required upon interconnection.
 - B. For each year thereafter, a review of the actual sales and purchases between the Qualifying Facility and the Company shall be conducted to determine the actual month of maximum difference. The security deposit shall be adjusted to equal twice the greatest amount by which the actual monthly purchases by the Qualifying Facility exceed the actual sales to the Company in that month.
- (4) The Company shall specify the point of interconnection and voltage level.
- (5) The Company will, under the provisions of this schedule, require an agreement with the Qualifying Facility upon the Company's filed Standard Interconnection Agreement for parallel operation between the Qualifying Facility and the Company. The Qualifying Facility shall recognize that its generation facility may exhibit unique interconnection requirements which will be separately evaluated, modifying the Company's General Standards for Safety and Interconnection where applicable.
- (6) Service under this Schedule is subject to the rules and regulations of the Company and the Florida Public Service Commission.

ISSUED BY: S. W. Connally, Jr. EFFECTIVE: