

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase 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-EI

Filed: March 20, 2017

STIPULATION AND SETTLEMENT AGREEMENT

WHEREAS, Gulf Power Company (“Gulf” or the “Company”) and the Citizens of Florida through the Office of Public Counsel (“OPC”) have signed this Stipulation and Settlement Agreement (the “Agreement”; unless the context clearly requires otherwise, the term “Party” or “Parties” means a signatory to this Agreement whether or not specifically named above); and

WHEREAS, on December 19, 2013, in Docket No. 130140-EI, the Commission issued its order approving the 2013 Stipulation and Settlement Agreement between Gulf, OPC, the Florida Industrial Power Users Group (“FIPUG”), the Federal Executive Agencies (“FEA”), and Wal-Mart Stores East, LP and Sam's East, Inc. (“Walmart”) that resolved Gulf’s then-pending general rate case proceeding and related depreciation rates filing; and

WHEREAS, on July 14, 2016, pursuant to the terms of the 2013 Settlement Agreement, Gulf filed a Petition for approval of its 2016 Depreciation Study, 2016 Dismantlement Study, proposed depreciation rates and annual dismantlement accrual amounts, and the Plant Smith Units 1 and 2 regulatory asset amortization, pursuant to Rules 25-6.0436 and 25-6.04364, Florida Administrative Code (F.A.C), and subsequently Gulf filed a corrected 2016 Depreciation Study on September 20, 2016; and

WHEREAS, on August 12, 2016, Gulf Power filed a test year letter, as required by Rule 25-6.140, F.A.C., notifying the Commission of its intent to file a petition between October 11 and October 28, 2016, for an increase in rates effective 2017, and subsequently on October 12, 2016, pursuant to the provisions of Chapter 366, Florida Statutes (F.S.), and Rules 25-6.0425 and 25-6.043, F.A.C., Gulf filed its Minimum Filing Requirements (MFRs) and testimony formally initiating a retail base rate review proceeding; and

WHEREAS, on November 9, 2016, the Commission consolidated Dockets 160186-EI and 160170-EI (collectively, “the Consolidated Proceedings”); and

WHEREAS, on November 22, 2016, the Commission ordered that the threshold issue identified in the Environmental Cost Recovery Clause (ECRC) docket related to Gulf’s recovery in retail rates of its identified environmental compliance investment and expenses associated with Gulf’s ownership interest in Scherer Unit 3 would be deferred for resolution in the instant docket; and

WHEREAS, the petitioner and intervening parties in the Consolidated Proceedings filed voluminous prepared testimony with accompanying exhibits and conducted extensive discovery; and

WHEREAS, the Consolidated Proceedings are scheduled for a five-day technical hearing starting March 20, 2017, involving testimony of 19 Gulf direct witnesses, 11 intervenor witnesses, 3 staff witnesses and 15 Gulf rebuttal witnesses, numerous exhibits and other materials; and

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in the Consolidated Proceedings so as to maintain a degree of reasonableness, stability and predictability with respect to Gulf’s base rates and charges; and

WHEREAS, the Parties have entered into this Agreement in compromise of positions taken in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable, and as a part of the negotiated exchange of consideration among the Parties to this Agreement, each has agreed to concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission as to all matters addressed herein with respect to all Parties, upon acceptance of the Agreement as provided herein and upon approval in the public interest;

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

1. This Agreement will become effective after Commission approval, and the rate changes agreed to herein shall be effective July 1, 2017 (the "Implementation Date") and shall be applied to meter readings beginning with cycle one for July 2017, regardless of the actual date the cycle one meter readings occur, and continue until Gulf's base rates are next reset in a general base rate proceeding, except as otherwise provided in this agreement.
2. Except as set forth in this Agreement, the Parties agree that adjustments to rate base, net operating income and cost of capital set forth in Gulf's MFR Schedules B-2, C-1, C-3 and D1a, as revised by identified adjustments agreed to in the rebuttal testimony of Gulf's Witness Ritenour, shall be deemed approved solely for accounting and regulatory reporting purposes, and the accounting for those adjustments will not be challenged for purposes of Gulf's Earnings Surveillance Reports or clause filings during the period from the date of approval of this Agreement until the conclusion of Gulf's next base rate proceeding.

3. (a) Gulf's authorized rate of return on common equity ("ROE") shall continue to be a range of 9.25% to 11.25% with a mid-point of 10.25%, all as originally established by the Commission in Order No. PSC-12-0179-FOF-EI, and shall be used for all purposes. All rates, including those established in clause proceedings, shall be set using this mid-point ROE.

(b) Until the conclusion of Gulf's next general base rate proceeding, Gulf will be deemed to have an equity ratio not greater than 52.5% for all retail regulatory purposes, including earnings surveillance reporting, any interim rate determinations and the calculation of revenue requirements for capital investment recovered through cost recovery clauses. The Parties recognize that Gulf's actual equity ratio may vary to some degree from the above target equity ratio from month to month and that such normal variations shall not be cause for a deviation from the deemed equity ratio for retail regulatory purposes set forth in this paragraph.
4. Gulf agrees to record a one-time write down of \$32.5 million related to the Scherer 3 plant balance, resulting in a permanent reduction in that amount to the depreciable production plant balance. This resolves the issue of the inclusion of all of Gulf's investment in Unit 3 of Plant Scherer in retail rates as provided in paragraph 5 below.
5. Beginning on the Implementation Date, Gulf's rates will be adjusted to provide an overall net customer impact of approximately \$54.29 million as provided in subparagraphs (a) and (b) below (\$61.99 million less an estimated revenue credit of approximately \$7.7 million to be provided to customers through the Purchased Power Capacity Clause ("PPCC")). The total base rate increase (\$56 million from subparagraph (a) plus \$5.99 million from subparagraph (b) below for a total of \$61.99 million) will be applied to rates

using the rate design filed in Gulf's rate case, except that residential rate design shall continue to be as provided in the 2013 Settlement.

(a) With regard to the matters raised in Gulf's petition in Docket No. 160186-EI (based in part on recovery through rates of the 76% of Scherer Unit 3 that was formerly covered by revenues from two long-term off system power purchase and sale agreements that expired December 31, 2015 and May 31, 2016), Gulf's base rates will be adjusted to provide \$56 million in additional annual revenues to Gulf (before consideration of the incremental base rate increase of \$5.99 million and corresponding revenue credit through the PPCC as described in subparagraph 5(b)).

(b) In addition to the 76% of Scherer Unit 3 that was formerly covered by revenues from long-term off system power purchase and sales agreements addressed in the preceding subparagraph, in order to provide retail customers with the net revenue benefit stemming from the remaining 24% of Scherer Unit 3 that remains committed to a long-term off system power purchase and sale agreement with Flint EMC, Gulf shall also be entitled to recover from retail customers the full revenue requirements associated with the remaining 24% of Scherer Unit 3 through an incremental increase to its base rates and recovery through the ECRC of the non-base rate portion beginning on the Implementation Date. Recovery through the ECRC will be fully offset by that portion of the revenues from Flint EMC pursuant to such contract equivalent to the retail revenue requirement so recovered such that there will be no net revenue impact on retail customers through the ECRC for the 24% of Scherer Unit 3 committed to Flint EMC until the revenues from Flint EMC cease at the end of the current term of the contract with Flint EMC or any extension or successor thereto. Also on the Implementation Date, Gulf's base rates shall

be increased by an additional increment of \$5.99 million on an annual basis. The retail customers shall thereupon be entitled to full credit through the PPCC of all remaining Flint EMC revenues (for purposes of this agreement estimated to be approximately \$7.7 million on an annual basis for 2017 but differing amounts may result depending on the revenues remaining after covering the ECRC cost recovery for the 24% of Scherer Unit 3 as provided above). In no event will any portion of the revenue requirement associated with this 24% of Scherer Unit 3 be reflected simultaneously in both base rates and a clause.

6. Federal Corporate Income Tax Law Change Implications.

Federal corporate income tax changes (Tax Reform) can take many forms, including changes to tax rates, changes to deductibility of certain costs, and immediate expensing for certain other costs. Additionally, tax law requires that excess deferred income taxes that are created as a result of a tax rate change be returned to the customers utilizing a specific method over a specific period of time. If Tax Reform is enacted before Gulf's next general base rate proceeding, then within 60 days of the later of either the enactment of such modifications or the effective date of such modifications, Gulf will identify the revenue requirement impacts and, utilizing deferral accounting as permitted by the Commission, defer the identified revenue requirement impacts to a regulatory asset or regulatory liability to be considered for prospective application in a change to base rates through a limited scope proceeding before the Commission that is confined to consideration and adjustment of base rates to address the ongoing net operating income impact on Gulf's revenue requirements and any deferred regulatory asset or regulatory liability resulting from the tax reform in accordance with this paragraph. For purposes of

determining the prospective adjustment to base rates based on the net operating income effect of any change in the income tax rate, there will be an assumed impact of \$1.3 million per each percentage point of income tax rate included in the resulting rates that are based on the base rate revenue increase authorized in this Agreement. In any hearing conducted pursuant to this paragraph, any party may introduce evidence to overcome such assumption, and such evidence may include, without limitation, changes in the deduction eligibility (under the tax code and regulations) for certain categories of costs, etc. If the identified revenue requirement impacts are not material, rather than initiate a limited scope proceeding under this paragraph, the deferred regulatory asset or regulatory liability may instead be addressed in the Company's next general base rate proceeding. To the extent that such deferred regulatory asset or regulatory liability is addressed through a limited scope proceeding as provided for in this paragraph, such proceeding shall not be construed as a general base rate proceeding for purposes of any other provision in this Agreement.

7. Storm Damage.

(a) Nothing in this Agreement shall preclude Gulf Power from petitioning the Commission to seek recovery of costs associated with any (1) tropical systems named by the National Hurricane Center or its successor or (2) other catastrophic storm events causing damage to Gulf's generation, transmission or distribution system in the aggregate dollar amount of at least 75% of the property damage reserve balance on April 1, 2017, without the application of any form of earnings test or measure and irrespective of previous or current base rate earnings. Consistent with the rate design methods approved in this agreement, the Parties agree that recovery of storm costs from customers under

this paragraph 7 will begin, on an interim basis, sixty days following the filing of a cost recovery petition and tariff sheets with the Commission and will be based on a 12-month recovery period if the storm costs do not exceed \$4.00/1,000 kWh on monthly residential customer bills. In the event the storm costs exceed that level, any additional costs in excess of \$4.00/1,000 kWh may be recovered in a subsequent year or years as determined by the Commission. All storm related costs subject to recovery under this paragraph 7 shall be calculated and disposed of pursuant to Commission Rule 25-6.0143, F.A.C. and will be limited to: (i) costs resulting from a tropical system named by the National Hurricane Center or its successor or other catastrophic storms creating significant damage to Gulf's generation, transmission or distribution systems such as tornados or ice storms in the aggregate dollar amount of at least 75% of the property damage reserve balance on April 1, 2017; (ii) the estimate of incremental storm restoration costs above the level of storm reserve prior to the storm; and (iii) the replenishment of the storm reserve to the level as of December 31, 2016. The Parties to this Agreement are not precluded from participating in any such proceedings and opposing the amount of Gulf Power's claimed costs or whether the proposed recovery is consistent with this paragraph 7, but the Parties cannot oppose the mechanism agreed to herein.

(b) The Parties agree that the \$4.00/1,000 kWh cap in this paragraph 7 shall apply in aggregate for a calendar year for the purpose of the recovery set forth in 7(a) above; provided, however, that Gulf may petition the Commission to allow Gulf to increase the initial 12 month recovery at rates greater than \$4.00/1,000 kWh, or for a period longer than 12 months, in the event Gulf incurs in excess of \$100 million of storm recovery costs that qualify for recovery in a given calendar year, inclusive of the amount needed to

replenish the storm reserve to the level that existed as of December 31, 2016. All Parties reserve their right to oppose such a petition.

(c) Any proceeding to recover costs under this paragraph 7 shall not be a vehicle for a “rate case” type inquiry concerning the expenses, investment, or financial results of operations of the Company and shall not apply any form of earnings test or measure or consider previous or current base rate earnings.

(d) Gulf further will be authorized, at its discretion, to suspend its current authorized property damage reserve accrual during any period from the approval of this Agreement until the conclusion of Gulf’s next general base rate proceeding or until the balance in Gulf’s property damage reserve falls below \$0, whichever shall first occur.

(e) The provisions of this paragraph 7 shall remain in effect and shall continue in effect at least until the Company’s base rates are next reset by the Commission in a general base rate proceeding.

8. (a) Effective with bills rendered based upon meter readings taken on and after cycle one for July 2017, Gulf shall be authorized to increase its base rates and service charges by an amount that is intended to generate the additional annual base rate revenues set forth in this Agreement, based on the projected 2017 test year billing determinants set forth in Schedules E-13c and E-13d of Gulf’s 2017 MFRs filed with the 2016 Rate Petition. The specific rate design shall be completed by Gulf and the resulting rate schedules submitted to the Commission within 20 days following the final approval of this Agreement. The Parties desire that such Commission review and approval take place at the earliest practical date; however, it is the intent of the Parties that the foregoing submission of conforming proposed rate schedules to the Commission for its review and approval shall

occur in time to allow the Commission to complete its review and approval not later than the Special Commission Conference – Rates currently scheduled for May 31, 2017, in order to allow the resulting new rates to take effect with bills rendered on meter readings for billing cycle one for July 2017.

(b) As part of the negotiated exchange of consideration among the parties to this Agreement, Gulf shall be entitled to recover an amount equal to the customer credits provided under the Critical Peak Option through the energy conservation cost recovery (“ECCR”) clause. It is agreed that the appropriate level of credits is an issue in Demand-Side Management (“DSM”) proceedings.

(c) The following proposed tariff sheet changes originally filed shall be implemented either as filed, as modified to implement the Category 1 and Category 2 stipulations previously reached in the case, or as modified to conform to the terms of this Agreement:

Tariff Sheet Summary

Sheet No.	Disposition
ii	Keep XLBIR, remove Advanced Pricing Package (APP) [RSD, RSDT, CAP]
3.2	Keep original
3.3	Keep original
4.9	As filed
4.10	As filed
4.11	As filed
6.2	Keep XLBIR, remove Advanced Pricing Package (APP) [RSD, RSDT, CAP]
6.3	Adjust to revenue requirements
6.5	Adjust to revenue requirements
6.7	Adjust to revenue requirements
6.8	Adjust to revenue requirements
6.10	Adjust to revenue requirements
6.11	Adjust to revenue requirements
6.13	Adjust to revenue requirements
6.16	Adjust to revenue requirements and conform to Issue 100 (OS mods)
6.16.1	Adjust to revenue requirements and conform to Issue 100 (OS mods)
6.17	Adjust to revenue requirements and conform to Issue 100 (OS mods)
6.18	Adjust to revenue requirements and conform to Issue 100 (OS mods)
6.19	Adjust to revenue requirements and conform to Issue 100 (OS mods)
6.20	Adjust to revenue requirements

Sheet No.	Disposition
6.21	Adjust to revenue requirements and conform to Issue 100 (OS mods)
6.23	Adjust to revenue requirements
6.32	Keep original
6.38	As filed
6.42	Adjust to revenue requirements
6.46	Adjust to revenue requirements and conform to Issue 92 (CPO GSDT)
6.47	As filed
6.48	Adjust to revenue requirements and conform to Issue 92 (CPO GSDT)
6.49	Adjust to revenue requirements
6.50	Adjust to revenue requirements and conform to Issue 105 (CPO LPT)
6.52	Adjust to revenue requirements and conform to Issue 105 (CPO LPT)
6.53	Adjust to revenue requirements
6.54	Adjust to revenue requirements
6.59	Adjust to revenue requirements
6.62	Adjust to revenue requirements
6.76	Adjust to revenue requirements
6.92	As filed
6.93	As filed
6.94	As filed
6.95	As filed
6.96	As filed
6.97	As filed
6.98	Adjust to revenue requirements
6.103	As filed
6.104	As filed
6.105	Delete
6.106	Delete
6.107	Delete
6.108	Delete
6.109	Delete
6.110	Delete
6.111	Delete
6.112	Delete
7.13	Adjust to revenue requirements and conform to Issue 100 (OS mods)
7.13.1	Adjust to revenue requirements and conform to Issue 100 (OS mods)
7.14	Conform to Issue 100 (OS mods)
7.15	Adjust to revenue requirements
7.23	As filed
7.23.1	As filed
7.45	Adjust to revenue requirements and conform to Issue 100 (OS mods)
7.47	As filed
7.55	Adjust to revenue requirements and conform to Issue 100 (OS mods)
9.6	As filed

9. Effective on the Implementation Date, the level of Gulf's annual dismantlement accrual shall be as proposed by Gulf in its petitions, testimony and exhibits in the Consolidated Proceedings.
10. Except as otherwise provided in this Agreement, Gulf's new depreciation rates resulting from the stipulations previously reached on Issues 9 through 12 in the Consolidated Proceedings shall become effective January 1, 2018, and the depreciation rates in effect as of January 1, 2017, shall remain in effect through December 31, 2017. Gulf shall be allowed to begin applying the new depreciation rate for electric vehicle charging facilities as proposed in Gulf's position on Issue 13 whenever it first places such facilities in service pursuant to the pilot program established pursuant to paragraph 12 of this Agreement. For purposes of Rules 25-6.0436 and 25-6.04364, F.A.C., pursuant to which depreciation and dismantlement studies are generally filed at least once every four years, Gulf shall not be required to file a new depreciation study or dismantlement study for new depreciation rates or dismantlement accrual rates to be effective prior to January 1, 2022.
11. The amortization of the regulatory asset that is comprised of the deferred return on the transmission projects as provided for in the 2013 Settlement Agreement shall be spread over a period of 40 years commencing January 1, 2018. The amortization for the Smith Unit 1 and Unit 2 Regulatory Asset shall be spread over a period of 15 years beginning January 1, 2018.
12. Gulf's proposal to provide electric vehicle charging stations allowed on a revenue neutral basis as filed shall be approved as a pilot program for the lesser of five years or the time when Gulf initiates a separate proceeding for approval of a permanent electric vehicle

charging station offering. The Commission shall reserve the ability to make a determination about the appropriate regulatory treatment for the offering at such time, and there would be no presumption of correctness about how it is being treated in Docket 160186-EI. Gulf would include EV costs and revenues in surveillance reports but exclude them for calculating interim rates.

13. Gulf will be entitled to establish a regulatory asset for the deferral of all incurred costs associated with the actual filing, discovery and all other activities associated with the conduct of the Consolidated Proceedings. The annual amortization of the costs in this regulatory asset (1) shall not be less than the amortization of rate case expense provided for in Order No. PSC-12-0179-FOF-EI and (2) shall not be required to begin sooner than January 1, 2018. The Company shall be authorized to amortize additional amounts from time to time at its sole discretion. In any event the entire amount shall either be fully amortized or deemed recovered for purposes of prospective changes to Gulf's base rates by December 31, 2021. To the extent Gulf initiates a general base rate proceeding for an increase in base rates to be effective January 1, 2019, or sooner, and if such case results in an increase to Gulf's base rates, any remaining unamortized costs under this paragraph shall be recorded below the line. No part of the deferred or unamortized costs shall be considered in determining interim rates in conjunction with a general base rate case.
14. Gulf's request to include its North Escambia site in rate base as "property held for future use" shall be deemed withdrawn. Nothing about this withdrawal shall preclude Gulf from seeking recovery of the property in a future general base rate proceeding.
15. Gulf agrees to continue its existing moratorium against executing new financial hedges for natural gas until January 1, 2021. Gulf shall be prohibited from filing a petition and

proposed risk management plan with the Commission to address natural gas financial hedging to begin executing new financial hedges before January 1, 2021.

16. In Gulf's next general base rate proceeding, Gulf will submit a cost of service study that continues to apply the Minimum Distribution System ("MDS") methodology as used by Gulf in its Docket No. 110138-EI, Docket No. 130140-EI and proposed in Docket No. 160186-EI.
17. With regard to any new environmental law or regulation that imposes incremental compliance requirements potentially affecting the continued operation of Gulf's four generating units at Plant Crist, Gulf will follow the process outlined in the stipulation approved in Order No. PSC-07-0721-S-EI as set forth below. Before Gulf commits to add any significant capital investment in equipment or components designed to achieve compliance with the new law or regulation, Gulf agrees to make a supplementary filing in the ECRC docket that will identify the timing of the planned implementation and estimates regarding the costs for such new capital equipment or components prior to incorporating such equipment or components in the normal projection or true-up filings that will impact the cost recovery factors applied to customer bills under the ECRC. It is the intent of the Stipulating Parties that such supplementary filing initiate a period during which all parties to the ECRC may submit requests for discovery in connection with the supplementary filing in order to determine whether there is any objection to any such components with regard to the reasonableness or prudence of the proposed action and, subsequently, to file notice regarding any such resulting objections, all to occur under time limits similar to what has been afforded as a result of the stipulation approved by the

Commission as set forth at page 9 of Order No. PSC-06-0972-FOF-EI subsequently reaffirmed and approved by Order No. PSC-07-0721-S-EI.

18. Gulf shall be permitted to implement its proposed modifications to the Critical Peak Option for the Large Power Time of Use (LPT) rate schedule as outlined in Issue 105 and the testimony of Gulf Witnesses Floyd and Evans. Gulf shall be entitled to recover the credits provided to customers electing the Critical Peak Option through the ECCR clause. The appropriate level of such credits is an issue in DSM proceedings.
19. Gulf agrees that within 6 months of the final approval of this Agreement, the Company will develop and file for Commission review and approval an additional rate schedule designed to offer an interruptible rate option for customers otherwise eligible to take service under rate schedules LP/LPT or PX/PXT. Gulf shall be entitled to recover the interruptible demand credits provided to customers on the new optional interruptible rate schedule through the ECCR clause. The appropriate level of such credits is an issue in DSM proceedings. This new optional interruptible rate schedule is intended as an alternative to any other applicable rate schedule including, without limitation, the LPT with Critical Peak Option (i.e. a customer cannot be on both rates at the same time).
20. No Party to this Agreement will request, support, or seek to impose a change in the application of any provision hereof.
21. The provisions of this Agreement are contingent on approval of this Agreement in its entirety by the Commission without modification. The Parties agree that approval of this Agreement is in the public interest. The Parties further agree that they will support this Agreement and will not request or support any order, relief, outcome, or result in conflict with the terms of this Agreement in any administrative or judicial proceeding relating to,

reviewing, or challenging the establishment, approval, adoption, or implementation of this Agreement or the subject matter hereof. No party will assert in any proceeding before the Commission or any court that this Agreement or any of the terms in the Agreement shall have any precedential value, except to enforce the provisions of this Agreement. Approval of this Agreement in its entirety will resolve all matters and issues in Docket Nos. 160186-EI, 160170-EI, and any Gulf specific issues deferred to the Consolidated Proceeding from Docket No. 160007-EI pursuant to and in accordance with Section 120.57(4), Florida Statutes. This docket will be closed effective on the date the Commission Order approving this Agreement is final, and no Party shall seek appellate review of any order issued in these Dockets.

22. This Agreement is dated as of March 20, 2017. It may be executed in counterpart originals, and a scanned .pdf copy of an original signature shall be deemed an original. Any person or entity that executes a signature page to this Agreement shall become and be deemed a Party with the full range of rights and responsibilities provided hereunder, notwithstanding that such person or entity is not listed in the first recital above and executes the signature page subsequent to the date of this Agreement, it being expressly understood that the addition of any such additional Party (or Parties) shall not disturb or diminish the benefits of this Agreement to any current Party.

In Witness Whereof, the Parties evidence their acceptance and agreement with the provisions of this Agreement by their signature on one of the following pages.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'J.A. Stone', written over a horizontal line.

Jeffrey A. Stone

Florida Bar No. 325953

Beggs & Lane, RLLP

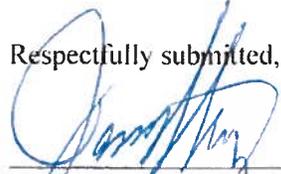
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition for Increase in Rates)
By Gulf Power Company)
)

Docket No.: 160186-EI

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by electronic mail this 20th day of March, 2017 to the following:

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