



Rhonda J. Alexander
Manager
Regulatory, Forecasting & Pricing

One Energy Place
Pensacola, FL 32520-0780
850 444 6743 tel
850 444 6026 fax
rjalexad@southernco.com

February 5, 2018

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

RE: Docket No. 20170273-EQ

Dear Ms. Stauffer:

Attached for official filing in the above-referenced docket is a Joint Motion of Gulf Power Company and Florida Public Utilities Company for Leave to file Amici Curiae Memorandum.

Sincerely,

A handwritten signature in blue ink that reads "Rhonda J. Alexander".

Rhonda J. Alexander
Regulatory, Forecasting and Pricing Manager

md
Attachments

cc: Gulf Power Company
Jeffrey A. Stone, Esq.
Beggs & Lane
Russell Badders, Esq.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sunrun Inc. for
Declaratory Statement Concerning
Leasing of Solar Equipment

Docket No.: 20170273-EQ

Filed: February 5, 2018

**JOINT MOTION OF GULF POWER COMPANY
AND FLORIDA PUBLIC UTILITIES COMPANY FOR
LEAVE TO FILE AMICI CURIAE MEMORANDUM**

Gulf Power Company (“Gulf Power”) and Florida Public Utilities Company (“FPUC”) (collectively the “Joint Movants”) move the Florida Public Service Commission (“Commission”) for leave to appear as Amici Curiae and to file the attached memorandum addressing the Petition for Declaratory Statement filed by Sunrun Inc. (“Sunrun”) in the above-referenced docket on December 29, 2017 and, as grounds therefore, say:

1. Gulf Power is a Florida corporation which is a wholly-owned subsidiary of the Southern Company, with its headquarters located at One Energy Place, Pensacola, Florida. Gulf Power is an investor-owned utility operating under the jurisdiction of this Commission pursuant to the provisions of Chapter 366, Florida Statutes. Gulf Power provides generation, transmission and distribution services to almost 462,000 retail customers across eight counties in Northwest Florida.

2. FPUC is a Florida corporation which is a wholly-owned subsidiary of Chesapeake Utilities Corporation with headquarters located at 1750 S.W. 14th Street, Suite 200 Fernandina Beach, FL 32034-3052. FPUC is an investor-owned utility operating under the jurisdiction of this Commission pursuant to the provisions of Chapter 366, Florida Statutes. FPUC provides electric transmission and distribution services to approximately 32,000 retail customers across divisions located on Amelia Island and the north central panhandle of Florida.

3. The Joint Movants and the retail customers they serve have a substantial interest in the preservation and enforcement of the regulatory provisions set forth in Chapter 366, Florida Statutes. Those interests include the avoidance of territorial disputes and the avoidance of further uneconomic duplication of generation, transmission and distribution facilities. The Joint Movants and their retail customers rely upon the Commission's exercise of its jurisdiction over the planning, development and maintenance of a coordinated electric power grid throughout Florida and the Commission's jurisdiction to prescribe safety standards for transmission and distribution facilities for all electric utilities.

4. Given their status as a public utilities regulated by the Commission under Chapter 366, Florida Statutes, their knowledge of decisional law relating to that Chapter and their concern over any proposal which might be inconsistent with Chapter 366, as interpreted by the Commission and the courts of this state, the Joint Movants are well qualified to assist the Commission as Amici Curiae concerning certain legal issues which must be resolved in this proceeding.

5. Gulf Power and FPUC, therefore, respectfully request leave to file the attached memorandum addressing the Petition for Declaratory Statement filed by Sunrun in the above-referenced docket on December 29, 2017. As noted in the memorandum, the question before the Commission is one of importance to the Joint Movants and their customers and, to the Joint Movants' knowledge and belief, is one of first impression in Florida as it relates to solar leasing. Furthermore, the Joint Movants have concerns that the Petition for Declaratory Statement fails to state facts sufficient to support a determination by the Commission that the activities described in

the petition, if implemented, cannot and would not result in the retail sale of electricity in Florida or subject Sunrun to regulation by the Commission.

6. The Commission has determined on previous occasions that “[i]t is within the Commission’s jurisdiction to allow amicus curiae participation in Commission proceedings.” In re: Petition for declaratory statement regarding co-ownership of electrical cogeneration facilities in Hendry County by Southeast Renewable Fuels, LLC, Order No. PSC-13-0509-PCO-EQ, issued October 28, 2013, Docket No. 130235-EQ at 1. See also, Order No. PSC-00-1265-PCO-WS, issued July 11, 2000, in Docket Nos. 990696-WS and 992040-WS, In re: Application for original certificates to operate water and wastewater utility in Duval and St. Johns Counties by Nocatee Utility Corporation; and In re: Application for certificates to operate a water and wastewater utility in Duval and St. Johns Counties by Intercoastal Utilities, Inc. The Joint Movants’ request to participate as Amici Curiae in this proceeding is consistent with the foregoing precedent.

7. The Joint Movants have contacted counsel for Sunrun and are authorized to represent that Sunrun objects this Motion.

8. Copies of all notices and pleadings with respect to this Motion should be furnished to:

Rhonda J. Alexander
Gulf Power Company
One Energy Place
Pensacola, Florida
32520-0780
(850) 444-6743
(850) 444-6026 (facsimile)
rjalexad@southernco.com

Jeffrey A. Stone, Esq.
General Counsel
Gulf Power Company
One Energy Place
Pensacola, Florida
32520-0100
(850) 444-6550
jastone@southernco.com

Mike Cassel
Florida Public Utilities Company
1750 S. 14th Street, Suite 200
Fernandina Beach, FL 32034
mcassel@fpuc.com

Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
bkeating@gunster.com

Russell A. Badders, Esq.
rab@beggslane.com
Steven R. Griffin, Esq.
srg@beggslane.com
Beggs & Lane, R.L.L.P.
P.O. Box 12950
Pensacola, Florida
32591-2950
(850) 432-2451
(850) 469-3331 (facsimile)

WHEREFORE, the Joint Movants respectfully request that the Commission accept and consider the attached memorandum in its disposition of the petition filed in this proceeding.

Respectfully submitted this 5th day of February, 2018.

/s/ Beth Keating

BETH KEATING
Florida Bar No. 22756
bkeating@gunster.com
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706
**Attorneys for Florida Public Utilities
Company**

/s/ Steven Griffin

JEFFREY A. STONE
General Counsel
Florida Bar No. 325953
jastone@southernco.com
Gulf Power Company
One Energy Place
Pensacola, FL 32520-0100
(850) 444-6550

RUSSELL A. BADDERS
Florida Bar No. 007455
rab@beggslane.com
STEVEN R. GRIFFIN
Florida Bar No. 0627569
srg@beggslane.com
Beggs & Lane
P. O. Box 12950
Pensacola FL 32591-2950
(850) 432-2451
Attorneys for Gulf Power

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sunrun Inc. for
Declaratory Statement Concerning
Leasing of Solar Equipment

Docket No.: 20170273-EQ

Filed: February 5, 2018

_____/

**GULF POWER COMPANY’S AND FLORIDA
PUBLIC UTILITIES COMPANY’S AMICI CURIAE MEMORANDUM
ADDRESSING SUNRUN INC.’S PETITION FOR DECLARATORY STATEMENT**

INTRODUCTION

By separate motion, Gulf Power Company (“Gulf Power”) and Florida Public Utilities Company (“FPUC”) (collectively the “Joint Movants”) have requested leave to file this Amici Curiae memorandum addressing the Petition for Declaratory Statement filed by Sunrun Inc. (“Sunrun”) in the above-referenced docket on December 29, 2017. The question before the Commission is one of importance to the Joint Movants and their customers and, to the Joint Movants’ knowledge and belief, is one of first impression in Florida as it relates to solar leasing. To be clear, the Joint Movants are supportive of solar leasing and other arrangements which assist customers in deploying distributed renewable generation. However, care must be taken to ensure that such arrangements do not run afoul of Florida’s long-standing prohibition on non-utilities supplying electricity to or for the public. This prohibition is intended to preserve the protections of the public interest incorporated into Chapter 366, Florida Statutes and the Florida Electrical Power Plant Siting Act, Section 403.501 – 403.518, Florida Statutes. Those protections include the planning, development and maintenance of a coordinated and safely operated electric power grid throughout Florida, the avoidance of territorial disputes and the avoidance of uneconomic duplication of generation, transmission and distribution facilities, all of which are designed to provide Floridian’s safe, reliable and reasonably priced electric service.

As discussed in further detail, the Joint Movants have concerns that Sunrun's petition lacks the specificity required to make an informed determination as to whether its proposal amounts to a permissible equipment lease, or an impermissible third party sale.

ANALYSIS

Section 366.02(1), Florida Statutes, defines "public utility" to mean "[e]very person, corporation, partnership, association or other legal entity and their lessees, trustees or receivers supplying electricity or gas ... to or for the public within this state...." While the Florida Public Service Commission ("Commission") has interpreted this statutory provision in many different contexts,¹ there is little precedent examining the extent to which a "lease" results in an unlawful sale of electricity by a non-utility to the public. The most analogous precedent is the Commission's decision in In re: Petition of Monsanto Company for a Declaratory Statement Concerning the Lease Financing of a Cogeneration Facility, Order 17009, issued December 22, 1986, Docket No. 860725-EU ("Monsanto"). In Monsanto, the Commission held that a proposed cogeneration financing arrangement would not result in a retail sale of electricity by a lessor of cogeneration facilities to Monsanto, the lessee of those facilities. The Commission determined that "[M]onsanto is leasing equipment which produces electricity rather than buying electricity that the equipment produces." Id. at 3. In reaching its determination, the Commission

¹ See, e.g., In re: PW Ventures, Inc. Petition for Declaratory Statement Concerning Proposed Cogeneration Project in Palm Beach County, Order No. 18302, issued October 16, 1987, Docket No. 870446-EU; In re: Petition of Timber Energy Resources, Inc. for a Declaratory Statement Concerning Sales as "Private Utility" Status, Order No. 17251, issued March 5, 1987, Docket No. 861621-EU; In re: Petition of the University of Florida for a Declaratory Statement Concerning Proposals for a Cogeneration Project, Order No. 18554, issued December 16, 1987, Docket No. 871066; In re: Petition of Seminole Fertilizer Corporation for a Declaratory Statement Concerning the Financing of a Cogeneration Facility, Order No. 23729, issued November 7, 1990, Docket No. 900699-EQ; In re: Petition for Declaratory Statement Regarding Public Utility Status of Affiliates Involved in Gas Supply Arrangements by Tampa Electric Company, Order No. PSC-95-1623-DS-PU, issued December 29, 1995, Docket No. 951347-PU; In re: Petition for declaratory statement regarding co-ownership of electrical cogeneration facilities in Hendry County by Southeast Renewable Fuels, LLC, Order No. PSC-13-0652-DS-EQ, issued December 11, 2013, Docket No. 130235-EQ.

ascribed significance to multiple factors. Chief among those factors were the following: (i) Lease payments were fixed throughout the term of the lease and were independent of electric generation, production rates or any other variable of the facility. Lease payments would continue to be due irrespective of planned or unplanned outages of the facility; (ii) The lessee maintained the sole responsibility to operate the facility and all risks of operation were borne by the lessee; (iii) The lessee was solely responsible for all costs and expenses associated with the maintenance repair and replacement of the leased equipment, including the repair and replacement of major capital items, procurement of fuel, taxes and insurance; and (iv) lease payments were based on the fair market value of the asset plus a rate of return. Id. at 3-4.

Sunrun's petition indicates that its lease is "intentionally and specifically designed to be consistent with the Commission's holding in Monsanto." Petition at 7. However, rather than attaching a copy of its proposed leasing arrangement for evaluation, Sunrun asks the Commission to rely on a summary listing of nine bullet points which leave open a number of significant questions. For example, it would be important to understand whether the proposed lease contains energy performance guarantees for the solar systems and whether the lessee is entitled to compensation, via separate bill credits, refunds or otherwise, in the event that performance guarantees are not met. As noted in Monsanto, a key element in the Commission's analysis was that the lease "[p]ayments are fixed and based on the asset's fair market value plus a rate of return (interest), not the amount of energy produced. Regardless of whether the facility produces energy, Monsanto is obligated to make its 'mortgage' payments." Monsanto at 4. (emphasis added). A lease that nominally provides for "fixed" rental payments and that also provides for refunds based on failure to meet energy performance guarantees would seemingly

run afoul of the principle articulated in Monsanto that payments may not change based on the amount of energy produced.

It would also be important to understand the nature of the obligations retained by the lessor as compared to the lessee. In its petition, Sunrun states that “the operational burden and risk of maintaining the equipment and assuring adequate solar exposure conditions are all borne by the customer-lessee.” Petition at 4. Yet, on the same page, Sunrun notes that the cost for ongoing system maintenance is included in the monthly lease payments and suggests that the solar systems are covered by warranties. If the proposed leasing arrangement places repair, replacement and/or maintenance obligations on the lessor rather than the lessee, such an arrangement would appear to be at odds with the Commission’s holding in Monsanto.

The need for greater specificity and information is heightened by Sunrun’s own on-line informational and promotional materials. See examples attached as Exhibit “A.” These materials suggest that Sunrun offers “system monitoring, insurance and repairs at no charge,” and “a guarantee that you’ll get your power.” Exhibit “A” at page 4. With respect to the performance guarantee, the materials state that “[i]f the system produces less than predicted, we’ll cover the difference.” Id. at 10. Given that Sunrun’s operations span multiple states, some of which allow third-party energy sales to the public, it is not clear whether Sunrun’s Florida offerings would include similar attributes. To the extent such attributes are present, the arrangement would begin to look much more like a sale of electricity than the mere rental of equipment which produces electricity.

Sunrun’s petition leaves the Commission and all affected persons with no means other than speculation to assess how the proposed transaction will be carried out and whether, as Sunrun asserts, its leasing arrangement is “intentionally and specifically designed to be

consistent with the Commission's holding in Monsanto." Under similar circumstances, this Commission has denied petitions for declaratory statements. For example, in In re: Petition for declaratory statement regarding co-ownership of electrical cogeneration facilities in Hendry County by Southeast Renewable Fuels, LLC, the Commission denied a petition for declaratory statement and noted as follows:

We disagree with Southeast that the business arrangement described in the Petition is simple and straightforward self-service. The Responses in opposition to the Petition show that ambiguities exist with respect to whether the business arrangement between Southeast and its Confidential Partner would give rise to the possibility of a retail transaction between unrelated entities, thereby meeting the definition of a public utility and invoking our regulatory jurisdiction. We find that the Petition and response to our Staff Data Request do not provide sufficient facts upon which to issue a declaratory statement in this instance. We therefore deny the Petition, recognizing that Southeast may file a new Petition in the future with additional clarifying information if it so chooses.

Order No. PSC-13-0652-DS-EQ, issued December 11, 2013, Docket No. 130235-EQ at p. 19.

In the absence of additional clarity surrounding the nature of the proposed transaction and based on the foregoing precedent, the Joint Movants submit that before issuing the requested Declaratory Statement, the Commission should ensure that these transactional issues are thoroughly vetted and compliance with Florida law in all aspects is assured. Any forthcoming Declaratory Statement should then also address these compliance issues, in addition to responding to the core request of the Petition.

Respectfully submitted this 5th day of February, 2018.

/s/ Beth Keating

BETH KEATING

Florida Bar No. 22756

bkeating@gunster.com

Gunster, Yoakley & Stewart, P.A.

215 South Monroe St., Suite 601

Tallahassee, FL 32301

(850) 521-1706

**Attorneys for Florida Public Utilities
Company**

/s/ Steven Griffin

JEFFREY A. STONE

General Counsel

Florida Bar No. 325953

jastone@southernco.com

Gulf Power Company

One Energy Place

Pensacola, FL 32520-0100

(850) 444-6550

RUSSELL A. BADDERS

Florida Bar No. 007455

rab@beggslane.com

STEVEN R. GRIFFIN

Florida Bar No. 0627569

srg@beggslane.com

Beggs & Lane

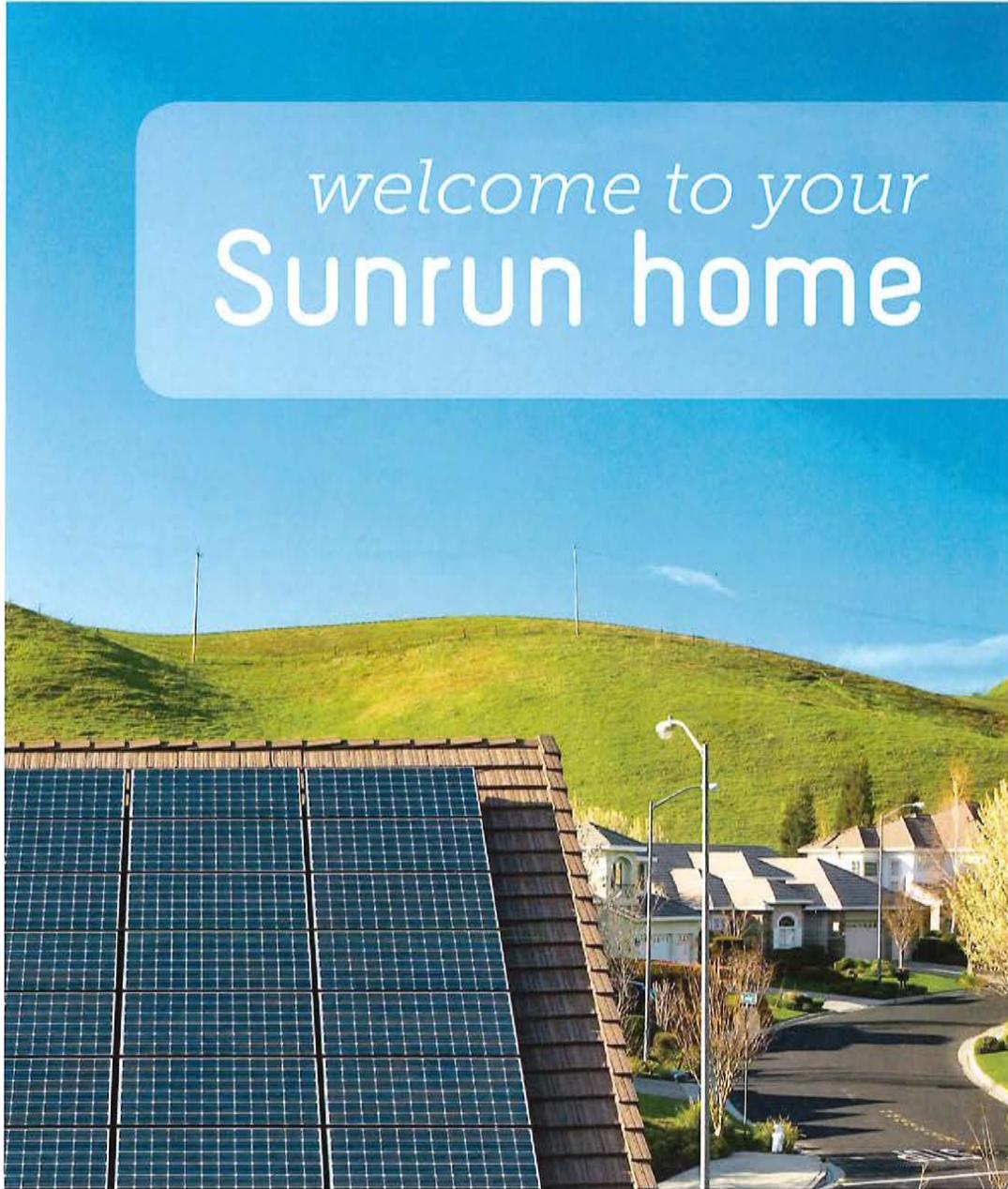
P. O. Box 12950

Pensacola FL 32591-2950

(850) 432-2451

Attorneys for Gulf Power

welcome to your
Sunrun home



the most important thing you should know

First and foremost, we want to introduce you to your dedicated customer website. It's your home base for all things Sunrun. Once you've logged in, you can check out your solar production stats, access important FAQs, log Customer Care requests, make referrals, manage your billing, and understand your positive environmental impact. We invite you to log in and explore at:

mysunrun.com

hello

congratulations, and welcome to the family

We're thrilled you chose Sunrun to power your home.

This handy guide provides an overview of everything you need to know about Sunrun—what's included in your Sunrun Solar Service, details regarding your personal account on your dedicated customer website, and other important information. So please take a minute to give it a read.

Your Sunrun Solar Service Team
Power Forward.



01

03 Surun Salar Service 101



Sunrun Solar Service 101

get ready for 20 years
of top-notch service

With Sunrun Solar Service, you'll get:

- System monitoring, insurance and repairs at no charge
- A guarantee that you'll get your power
- An expert team of Customer Care associates

monitoring

identifying issues before you notice a problem

Sunrun purchases and maintains the home solar system, so you don't have to worry. That means we proactively watch the system on your roof to make sure it's performing at its best.

How is it done?

- When our installers or partner installers build the system on your roof, they also install a Sunrun meter, much like your current utility meter. Sunrun's meter technology allows us to monitor the system's solar power production.

- Once the system is up and running, we continually monitor it—catching problems and repairing them—usually before you notice there's an issue.
- Your home's solar stats are always viewable on the mySunrun website. It's important to note a delay sometimes occurs, so it may be a few days before you can see the most up-to-date stats.

So go ahead, kick back and relax. We've got you—and the system—covered.



“ *If something happens or if a part wears out, I don't have to pay to replace it. Sunrun takes care of everything.* ”

*– Kirby & Elizabeth, Oahu, HI
Sunrun customers since 2010*

insurance and repairs

if your system breaks, we'll fix it

Because Sunrun owns the system, we take care of everything. So if one of the panels on your roof gets smashed by a golf ball, has its wiring eaten by squirrels, or is just flat out faulty, we'll replace it at no cost to you. Yes, you read that right—at no cost to you.

What should you do if you sense the system on your

roof is in need of repairs? Please, whatever you do, DO NOT climb up on your roof and try to fix it yourself. Not only will that put you in danger, but it could also harm the system even further. Instead, just give your Customer Care team a call at 1.855.4SUNRUN and we'll make sure everything is taken care of in the proper and most efficient way.







performance guarantee

we stand by every kilowatt-hour of clean power
that we provide

When the system is designed, we make sure it fits your household electricity needs to a tee, helping maximize your electricity savings over time. If the system produces less than predicted, we'll cover the difference.

You should expect seasonal changes in how much your

system produces. For example, production in winter is usually much lower than production in summer. If for some reason your system under-produces for an entire year, you've got our production performance guarantee, so you have nothing to worry about.

customer care

we have real people who will treat you
really, really ridiculously well

Frankly, our Customer Care team is the best. When you call, we won't send you overseas or through a voice-automated maze—a real person will answer. Not only will we pick up the phone, we'll give you thoughtful, educated and honest answers to your questions. We guarantee that you'll like talking to us.

We understand going solar is a big decision, and we're delighted you made the switch. Sunrun's

Customer Care team is dedicated to making your transition to solar as seamless as possible and will be by your side every step of the way from here on out. Most important, Customer Care is always open to hearing feedback on how to make your experience better, so log on to mysunrun.com and submit a request or give them a call at 1.855.4SUNRUN anytime Monday through Friday between 6:00am–9:00pm PST.

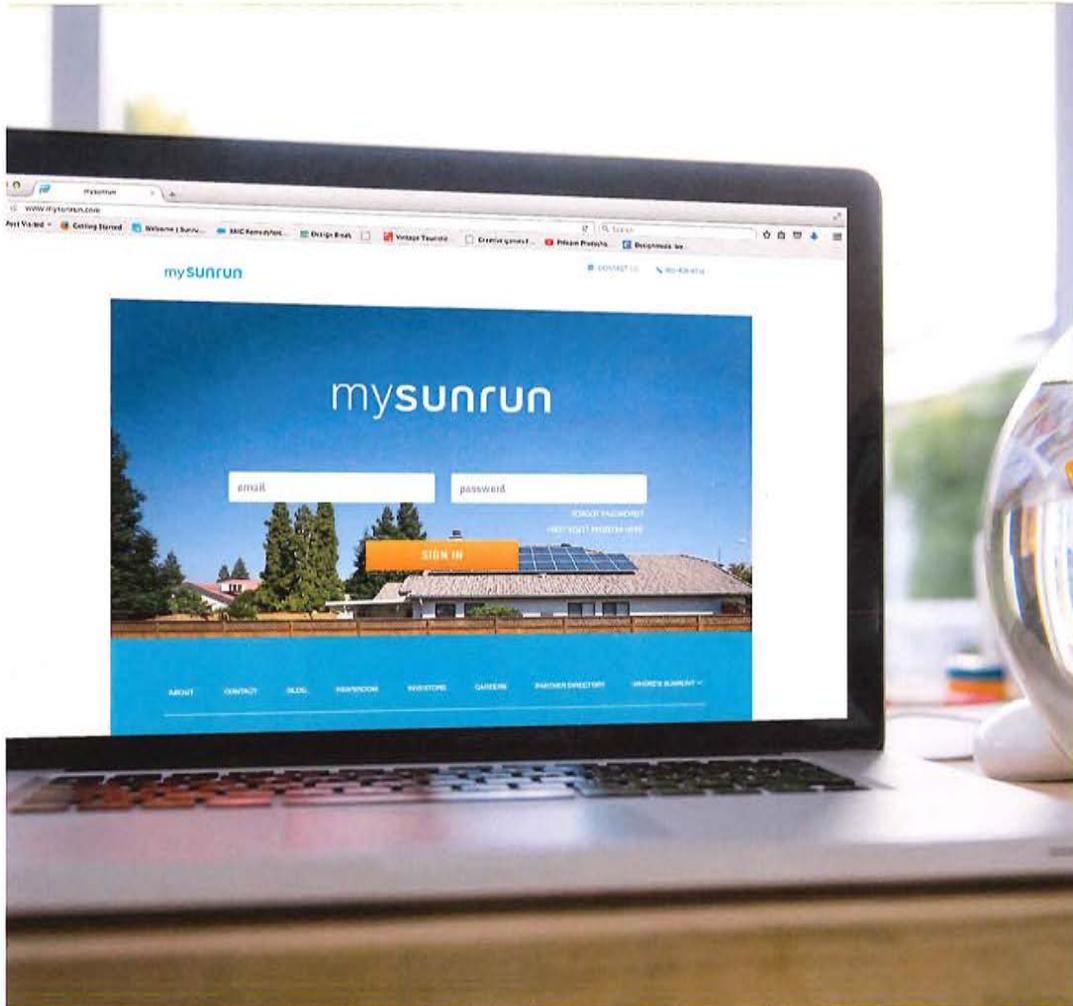
thinking about moving? it's not a big deal

If you decide to move in the future, you should contact Customer Care **before** you put your house on the market. That way we can help make our part of your move easy and painless.

Sunrun's Customer Care department has a dedicated Service Transfer team to keep things simple and make the transition of the agreement hassle-free. Just write us an email at servicetransfers@sunrun.com.

“ Thank you so much for the time you gave...and for being such professionals to work with. We truly appreciate all that [Sunrun] has done. ”

– Winona & Harvey, Maui, HI
Sunrun customers since 2011



02



mySunrun website & mobile app

here's your all-access, backstage
pass to everything Sunrun

your home base for everything

mysunrun.com

There's a lot solar panels can tell you—like how much power you're generating, how much CO₂ emissions you're eliminating, and, most importantly, how much money you're saving. That's why we created a dedicated customer website—so you can take more control of your solar experience. Consider it your home base for everything Sunrun—track your production, view current and past billing, analyze your environmental impact, get answers to frequently asked questions (FAQs), and learn how to contact one of Sunrun's

Customer Care experts directly. So go ahead, geek out.

To sign in to your customer website visit mysunrun.com. You should already have a login that was sent to you by email. If you mistook that email as spam—its OK, we won't take it personally— just log in and click "First visit to the website?" at:

mysunrun.com

The following are some of the helpful topics you can expect to find once you've logged in.

Customer Care

Make and track your Customer Care requests.

If you ever call or email with an issue, it's logged in the customer website, where you can see whether it's been dealt with or is still pending.

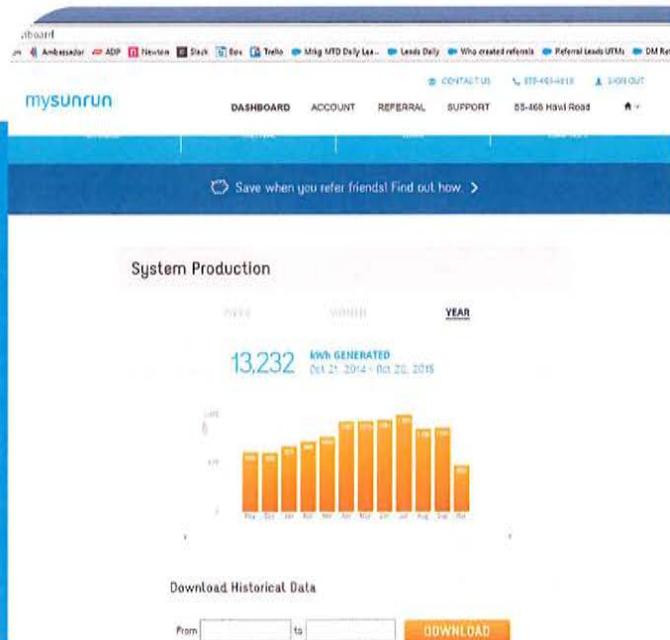
Get your FAQs answered.

We created a searchable FAQ section that is an efficient way

to get your questions answered. Here you'll find simple solutions related to billing, repairs and even weather-related issues.

How to contact Customer Care by email or phone.

You can find a convenient link to our Customer Care team's email or our phone number if you prefer to give us a ring.



See Your Production

Wondering how much energy your panels produce? Well, you can find out here. You can view graphs of your production totals and even track your system's daily, monthly and annual production.

Share Your Impact

Protecting the planet is an added bonus when you go solar with Sunrun. Based on how many kWh's you've produced, you can get fun factoids about the positive impact you're having on the

planet and share them with your friends on Facebook.

Family & Friends

We created a great place for you to spread your love of Sunrun far and wide. When you refer a friend or family member on the Refer a Friend page, you'll earn a referral reward if they go solar with Sunrun. We'll follow up with them and you can always come back to the Refer a Friend page to track the progress of your referral.

an important note: you'll still receive a bill from your utility company

You will still receive a bill from your utility company for grid interconnection fees, plus any electricity that you use during the year beyond the amount that the solar system on your roof produced. And to be frank, the bill you'll receive might not be easy to read. Our Customer Care team fields lots of questions around billing, so please reach out if you need help or any further explanation. We're happy to help shed light on this potentially complicated issue.

Payments & Billing

Usually people hate talking about money, but we love to because our goal is to help you save it. On your dedicated customer website, you can sign up for automatic payment,

view monthly statements, print invoices, edit billing preferences and research common billing FAQs.



03

19 installation process



installation process

we've got everything taken care of

We work with the best installers to ensure a smooth, seamless, pain-free installation of the solar system. You do nothing but answer the door when they arrive and wave goodbye when they leave.

installing the Sunrun solar system

partnering with your local installer

You made the smart and simple choice for clean energy with Sunrun Solar Service, and now it's time to get a system up on your roof.

We, or one of our partners, will be your primary contact throughout the installation process, from creating the design to installing the solar

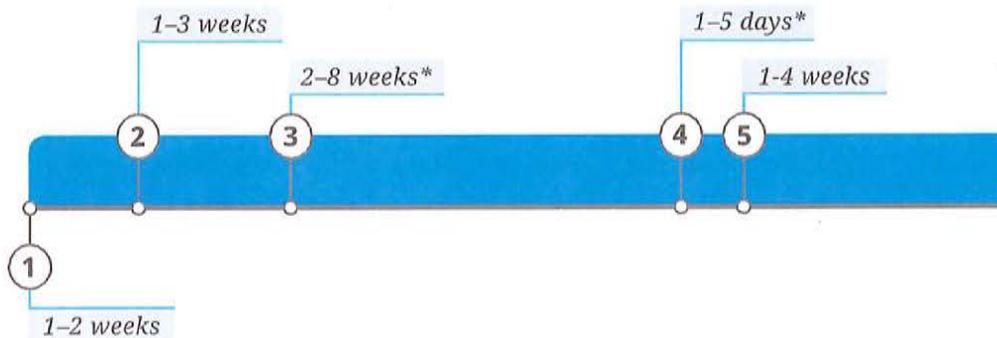
panels. They are the best at what they do, meaning your roof and home are in experts' hands. Once the system has been turned on, Sunrun is right there to handle monitoring, maintenance, billing and customer service.





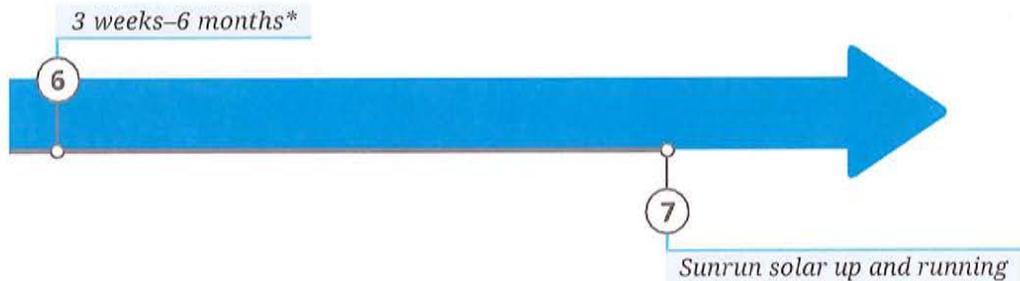
“ Sunrun definitely made it easy for us to become a solar household. The process was so basic. A couple of phone calls, and everything was up and running. ”

– Pete & Markey, Santa Cruz, CA
Sunrun customers since 2012



What to expect throughout the installation process

<p>1</p> <p>ON-SITE EVALUATION</p> <p>After signing a Sunrun agreement, an on-site evaluation may still need to be completed. If so, you can expect a site technician to visit your home to review your system design. They'll confirm the design based on roof measurements and analysis of shading or any obstructions. We'll need you to be home during this visit.</p> <p>TIMING: 1-2 WEEKS</p>	<p>2</p> <p>DESIGN APPROVAL</p> <p>Our solar design experts then combine your system design and site evaluation information to create a final design, which we'll email you for final approval.</p> <p>TIMING: 1-3 WEEKS</p>	<p>4</p> <p>INSTALLATION</p> <p>Once your permit is approved, we'll set a date for installation with our experienced team of installers.</p> <p>TIMING: 1-5 DAYS*</p> <p><i>*Larger installations and ground-mounted systems may take a few additional days</i></p>
<p>3</p> <p>PERMITTING</p> <p>You've approved the final system design. We'll submit your system design to the city and apply for a building permit. We wish we could control how quickly local governments work, but approval time can vary.</p> <p>TIMING: 2-8 WEEKS*</p> <p><i>*Varies depending on city/county</i></p>		



5

CITY/COUNTY INSPECTIONS

A final inspection, which is required before the system can be connected to the grid, is conducted by the City or County to make sure the system is up to code.

TIMING: 1-4 WEEKS

6

UTILITY INTERCONNECTION

Once the city has given the A-OK, we'll submit your documents to the utility to connect the system to the grid. Your utility will review all documentation, and may come out for a site visit. They may install a net meter that allows Sunrun to track how much solar electricity you produce and use.

TIMING: 3 WEEKS-6 MONTHS*

**Varies depending on utility*

7

TURN IT ON AND START SAVING!

The utility grants approval to turn the system on, known as PTO or Permission to Operate. That means that you can now flip the switch and begin generating clean, affordable, money-saving energy right from your roof. Congratulations!



04

25 important things to know

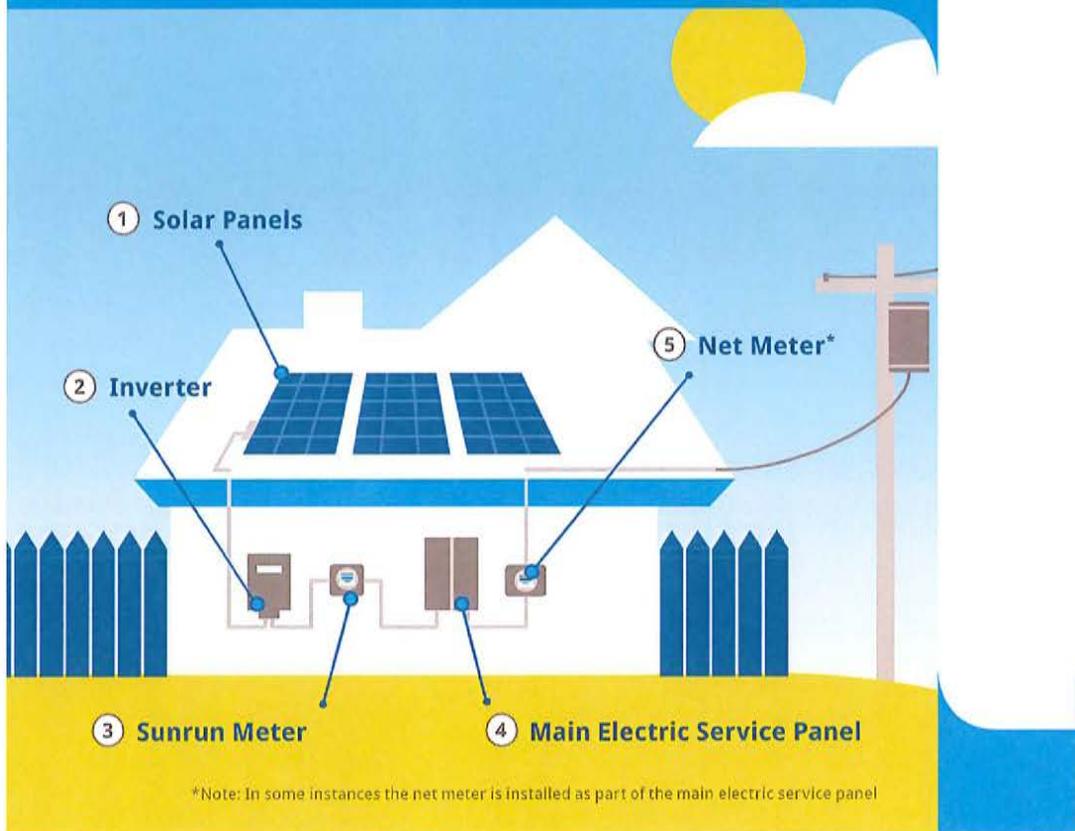


important things to know

tips & tools to help build
your solar knowledge

how does the system work?

better than you can imagine



① **Solar Panels**

Solar panels convert sunlight into direct current (DC electricity).

② **Inverter**

The DC electricity produced by the panels travels to the inverter, which converts the DC electricity into alternating current (AC electricity).

③ **Sunrun Meter**

The Sunrun meter monitors system production and sends the information to Sunrun through a wireless signal.

④ **Main Electric Service Panel**

Your home already has a “breaker box.” The solar electricity from your inverter flows through this service panel to your home or the grid.

⑤ **Net Meter**

The net meter reads electricity that you use from the grid as well as the excess solar electricity that

flows into the grid from your solar system.

If the system on your roof produces more electricity than you use (e.g., on sunny afternoons), the excess electricity is fed to the utility grid and the net meter will “spin” backwards. When you use more power than your system generates (e.g., at night), you’ll pull electricity from the utility grid, and your meter will “spin” forward.

Your utility company will bill you (sometimes annually) for your “net” consumption of power. If you used more electricity than your system produced, you’ll owe the utility company some money. If your panels produced more or the same amount of electricity that you consumed, you won’t have to pay the utility company for any electricity.

solar basics

get to know your system better

Going solar doesn't mean you should leave the AC on.

Studies have shown that more than 30 percent of homeowners increase their electricity usage after going solar because they are excited to use green electricity. Remember that the system on your roof is sized based on your past usage, so if you run the air conditioning more or purchase a hot tub, your total electric bill may go up.

Keep tabs on your usage and remember that while solar savings might be modest at first, they will be more significant in the future if the price of electricity continues to increase, as it has historically.

Reading your meter is easier than it looks.

The Sunrun meter monitors system production and sends that information to Sunrun. Normally, the meter will cycle through five screens:

1. SSI code: A five-digit number following the letters "SSI." This code indicates meter signal strength.
2. Screen test: The screen will flash "888888" across the screen.
3. Total solar electricity the system has produced, in kilowatt-hours.
4. The date.
5. The time of day, displayed in 24-hour Pacific Time.



The inverter is really important.

The inverter converts solar power into power that is usable in your home. Its display shows how much electricity is being converted at any given time. It shuts off in the evening, when your solar system is not producing any electricity. The face of the inverter will feature a solid green light to show that it's working properly.

It doesn't have to be sunny for solar panels to produce electricity.

On foggy or cloudy days, the solar system will produce less than what it normally would because of reduced sunlight. However, it's the UV rays that

do the trick, so the sun doesn't have to be shining its brightest for your solar panels to produce electricity.

Regarding snow, the panels will be covered right after a snowstorm and won't produce much power. Once the sun is shining and the panels heat up, the snow should melt quickly and the system will resume normal production.

Your system won't stay on during a power outage.

For safety reasons, the home solar system on your roof will automatically shut off if the power goes out in your neighborhood.

safety reminders

solar system do's and don'ts

Here at Sunrun, we care a lot about your safety. That's why we've come up with some simple solar system "Do's and Don'ts."

Please DON'T tamper with any part of the solar system, including the inverter, meter and any wiring.

The system is a large electrical device that should be examined or repaired only by a licensed

contractor approved by Sunrun. If you think there's any issue with the system, please contact us right away.

Please DON'T connect backup batteries, generators or any electrical storage devices to the system.

If you want to connect a device to the system but aren't sure if it's permitted, contact us first and we'll let you know.

Please DON'T climb on your roof to inspect the panels.

It can get slippery up there, and we don't want you to get hurt in any way. If you suspect there's an issue, just let us know and we'll take care of it.

Please DO use caution in the winter.

Snow or ice may accumulate on your roof after a heavy snowfall.

Please be mindful of where you walk or park your car, as snow may slide off.

And now for the most important "DO"—if you have any questions, please contact us by emailing: customercare@sunrun.com. We're happy to help!



stay connected

We like to consider you part of our family, which means we want to stay in touch! Here are some ways you can stay connected with the latest and greatest on Sunrun.

 Like us on [facebook.com/sunrun](https://www.facebook.com/sunrun)

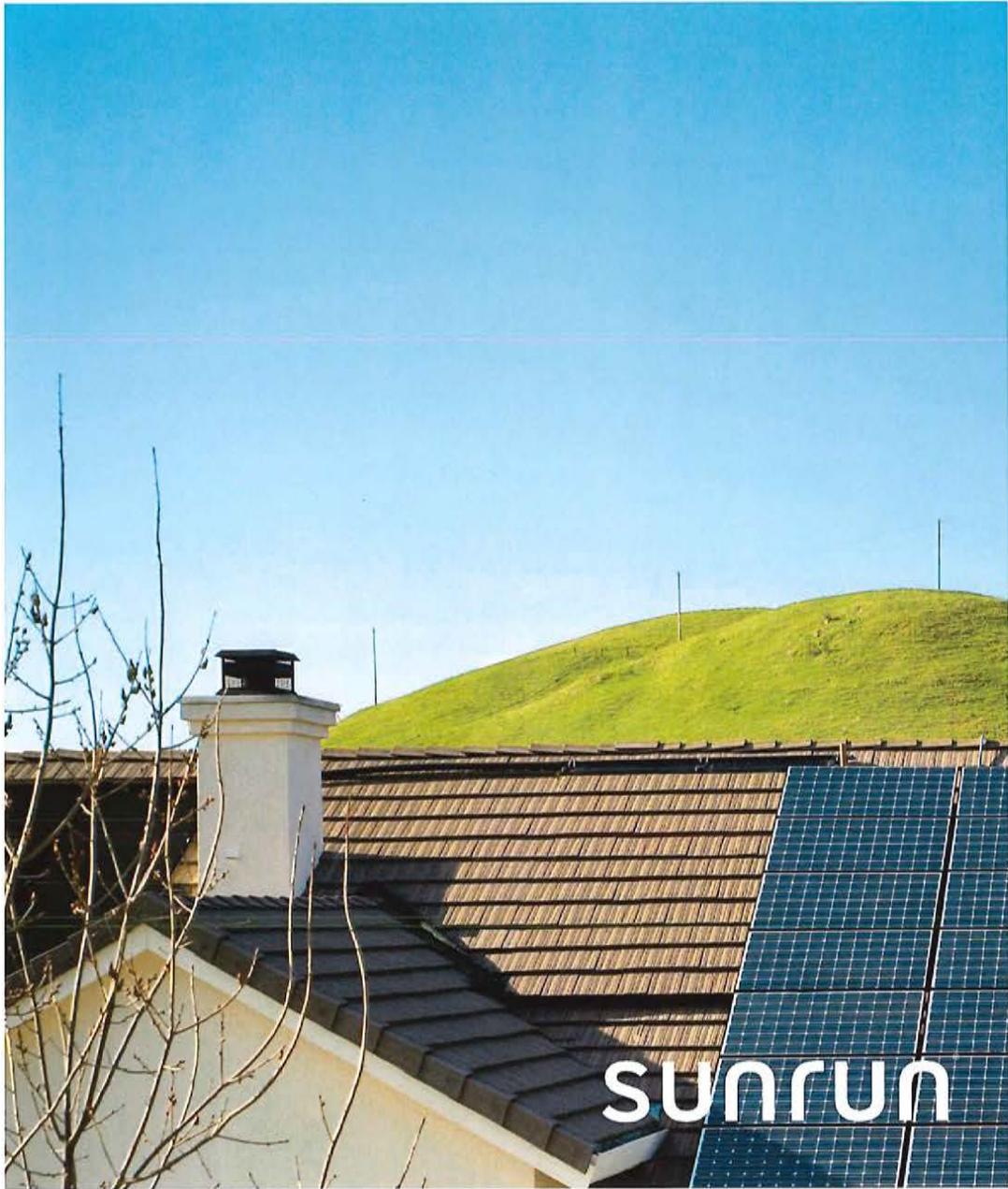
 Follow us on twitter.com/sunrun

 Follow us on [instagram.com/sunrunsolar](https://www.instagram.com/sunrunsolar)

mysunrun.com [1.855.4SUNRUN](tel:18554SUNRUN)

AZ Lic #294836; CA Lic #750184; CO Lic #EC.0007080; Aurora, CO Lic#2014 857999 00 CL; CT Lic #ELC.0200835-E1, HIC.0642655; HI Lic #2B011; MA Lic #EC.1141, HIC.180120; MD HIC.109813; NH Lic #0376C; NJ Lic #34EB01574500, HIC.13VH05700500; NV Lic #0079413; Greene, NY: 508; Hempstead Town, NY: 2265; Long Beach, NY: 3475; Middletown, NY: 96; N.Y.C., NY: HIC #2015496-DCA; Orange Cty., NY: 669; Port Jervis, NY: A-200; Putnam Cty., NY: M7YR22113, HIC #PC6325, E.M135; Rockland Cty., NY: HIC.H-11820-40-00-00; Suffolk Cty., NY: 34280-ME, HIC.54140-H; Westchester Cty., NY: 1403, HIC #WC-27604-H15; Yonkers, NY: HIC #5590; OR Lic #C492; PA HIC.PA075650; SC EL5.M113485





BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: **Petition of Sunrun Inc. for**)
Declaratory Statement Concerning)
Leasing of Solar Equipment)

Docket No.: **20170273-EQ**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished by electronic mail this 5th day of February, 2018 to the following:

Rutledge Law Firm
Marsha E. Rule
119 South Monroe Street, Suite 202
Tallahassee, FL 32301
marsha@rutledge-ecenia.com

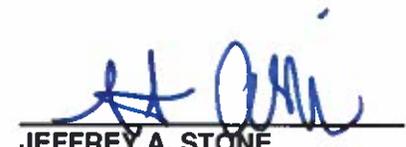
Richard A. Zambo, P.A.
Rich Zambo
2336 S.E. Ocean Boulevard, #309
Stuart, FL 34996
richzambo@aol.com

Sunrun Inc.
S. Becca Polisuk
5208 Tampa West Boulevard
Tampa, FL 33634
Becca.polisuk@sunrun.com

Office of the General Counsel
Adria Harper
2540 Shumard Oak Blvd
Tallahassee, FL 32399-0850
aharper@psc.state.fl.us

Florida Public Utilities Company
Florida Division of Chesapeake
Utilities Corp
Mike Cassel, Director
Regulatory and Governmental Affairs
1750 SW 14th Street, Suite 200
Fernandina Beach, FL 32034
mcassel@fpuc.com

Gunster Law Firm
Beth Keating
215 South Monroe Street, Suite 601
Tallahassee, FL 32301-1839
bkeating@gunster.com



JEFFREY A. STONE
General Counsel
Florida Bar No. 325953
jastone@southernco.com
Gulf Power Company
One Energy Place
Pensacola, FL 32520-0100
(850) 444-6550

RUSSELL A. BADDERS
Florida Bar No. 007455
rab@beggslane.com
STEVEN R. GRIFFIN
Florida Bar No. 0627569
srg@beggslane.com
Beggs & Lane
P. O. Box 12950
Pensacola FL 32591-2950
(850) 432-2451
Attorneys for Gulf Power